

## Table of Contents

Agenda . . . . .	5
III-1. Board of Appeals of Plumbers and Gas Fitters.	
Agenda Report No. III-1. . . . .	15
Charter Ordinance No. 219 . . . . .	16
Delineated Charter Ordinance - Plumbing and Gas Fitters Board 2 . . . . .	18
MEMO Charter Ordinance (2). . . . .	20
Appointments to the Board of Appeals for Plumbers and Gas Fitters . . . . .	22
IV-1. Public Hearing and Issuance of Industrial Revenue Bonds, American Baptist Estates. (District IV)	
Agenda Report No. IV-1. . . . .	24
Refunding LOI Request. . . . .	26
IV-2. Public Hearing on the Establishment of the Maize 54 Redevelopment District, Tax Increment Financing. (District V)	
Agenda Report No. IV-2. . . . .	35
Ordinance No. 49-395. . . . .	37
Map Floodplain . . . . .	45
Map Exhibit B. . . . .	46
Map Floodplain . . . . .	47
Map Exhibit B. . . . .	48
Map Floodplain . . . . .	49
Map Exhibit B. . . . .	50
IV-3. Creation of Chapter 18.14 of the Code of the City of Wichita, relating to parking lot striping standards and enforcement.	
Agenda Report No. IV-3. . . . .	51
Ordinance No. 49-396. . . . .	53
Delineated Ordinance. . . . .	61
IV-4. Water and Sewer Rate Increases.	
Agenda Report No. IV-4. . . . .	72
Ordinance No. 49-397. . . . .	74
IV-5. Public Exigency Purchase - Brooks Landfill Gas Collection and Control System.	
Agenda Report No. IV-5. . . . .	90
Shaw Environmental Contract . . . . .	92
IV-6. Lease of Osage Recreation Center to Kansas Elks Training Center for the Handicapped, KETCH. (District IV)	
Agenda Report No. IV-6. . . . .	106
Lease Agreement. . . . .	108
IV-7. Neighborhood Clean-up Program.	
Agenda Report No. IV-7. . . . .	126
IV-8. Brownfields Area-Wide Planning Grant Application. (Districts IV and VI)	
Agenda Report No. IV-8. . . . .	128

Brownsfields Area-Wide Planning Map . . . . .	131
IV-9. Banking Services Selection.	
Agenda Report No. IV-9 . . . . .	132
Resolution No. 12-246 . . . . .	133
IV-10. Revision of City Council District Boundary Lines.	
Agenda Report No. IV-10 . . . . .	135
Ordinance No. 49-398. . . . .	137
Proposed Map . . . . .	139
V-1. PUD2012-00002 – Create Planned Unit Development PUD #38, Indian Hills Planned Unit Development, on property zoned B Multi-family Residential (“B”), generally located south of 13th Street North and east of Meridian Avenue, 2425 W. 13th Street North. (District VI)	
Agenda Report No. V-1 . . . . .	140
Ordinance No. 49-393. . . . .	143
PUD2012-02 Revised Site Plan, Minutes and DAB VI Memo . . . . .	144
V-2. ZON2012-00025 – City zone change from SF-5 Single- Family Residential (“SF-5”) to TF-3 Two-Family Residential (“TF -3”); generally located between West Street and Hoover Road on the southeast corner of 2nd and Baehr Streets. (District IV)	
Agenda Report No. V-2 . . . . .	151
Ordinance No. 49-394. . . . .	154
Background Information. . . . .	155
II-1. Board of Bids dated November 19, 2012.	
Board of Bids . . . . .	167
II-3. Preliminary Estimates.	
Agenda Report No. II-3 . . . . .	193
II-4. Statement of Costs.	
Agenda Report No. II-4 . . . . .	196
Statement of Costs . . . . .	200
Statement of Cost Facade . . . . .	218
II-5a. Community Events - Our Lady of Guadalupe Fiesta. (District VI)	
Agenda Report No. II-5a . . . . .	219
II-5b. Community Events - Ballet Wichita Nutcracker Ballet. (District I)	
Agenda Report No. II-5b . . . . .	220
II-5c. Community Events - Lights on the River Wichita. (Districts I and VI)	
Agenda Report No. II-5c . . . . .	221
II-5d. Community Events - Mayor's Tree Lighting Ceremony. (Districts I, IV and VI)	
Agend Report No. II-5d . . . . .	222
II-6a. Hold Harmless Agreement. (District V)	
Agenda Report No. II-6a . . . . .	223
Hold Harmless Agreement . . . . .	224

II-6b. Agreement for Kellogg/I-235 Interchange. (Districts IV and V)	
Agenda Report No. II-6b . . . . .	229
Agreement . . . . .	230
II-6c. Supplemental Agreement No. 1 for Construction Engineering and Staking in Remington Place Addition, south of 21st Street North, east of Webb Road. (District II)	
Agenda Report No. II-6c and Agreement . . . . .	240
II-7a. Change Order No. 4- 13th Street Improvement, Hydraulic to Oliver. (District I)	
Agenda Report No. II-7a and Change Order . . . . .	244
II-9. Pooled Funds Investment Policy Revisions.	
Agenda Report No. II-9 . . . . .	247
Investment Policy . . . . .	249
Redlined Version - Investment Policy. . . . .	263
II-10. Countywide Flood Insurance Rate Map Revisions.	
Agenda Report No. II-10 . . . . .	278
Flood Risk Study Letter FEMA Region 7 - Letter . . . . .	279
II-11. Delinquent Library Materials Recovery Service.	
Agenda Report No II-11. . . . .	284
Collections Contract. . . . .	285
II-12. Contracts and Agreements for October 2012.	
Agenda Report No. II-12 . . . . .	293
II-13. Report on Claims for October, 2012.	
Agenda Report No. II-13 . . . . .	294
II-14. Amending Resolution and Revised Budget for Lincoln Street Bridge and Dam Improvements. (Districts III and IV)	
Agenda Report No. II-14 and CIP. . . . .	295
Resolution No. 12-247 . . . . .	297
II-15. Agreement to Respread Assessments - Krug South 2nd Addition. (District II)	
Agenda Report No. II-15 . . . . .	299
Respread Agreement Krug South Addition FINAL . . . . .	300
II-16. Acquisition by Eminent Domain of Tracts Required for the East Kellogg Freeway Project. (District II)	
Agenda Report No. II-16 . . . . .	303
Tract List . . . . .	304
Resolution No. 12-248 . . . . .	305
Ordinance No. 49-399. . . . .	306
II-17. Second Reading Ordinances.	
Agenda Report No. II-17 . . . . .	329
II-18. *ZON2012-00026 and CUP2012-00026 – City zone change request from SF-5 Single-family Residential to LI Limited Industrial (“LI”) and creation of the K-96 and Greenwich South Community Unit Plan DP-328 on property located at the southeast corner of K-96 Highway and North Greenwich Road. (District II)	
Agenda Report No. II-18 . . . . .	331

Ordinance No. 49-400. . . . .	334
Site Plan and Minutes. . . . .	336
II-19. *ZON2012-00027 – City zone change request from SF-5 Single-family Residential to B Multi-family Residential (“B”) on property located at the northwest corner of West 13th Street North and Zoo Boulevard, 4526 West 13th Street North. (District VI)	
Agenda Report No. II-19 . . . . .	345
Ordinance No. 49-401. . . . .	347
Excerpt Minutes. . . . .	349
II-20. *VAC2012-00032 - Request to vacate a portion of a platted setback; generally located west of Ridge Road, south of 13th Street North, west of Dunsworth Avenue on the south side of 11th Street North. (District V)	
Agenda Report No. II-20 . . . . .	353
II-21. *VAC2012-00033 - Request to vacate a portion of a platted setback; generally located south of Harry Street on the west side of Hoover Road. (District IV)	
Agenda Report No. II-21 . . . . .	355
II-22. *Air Capital Terminal 3 (ACT 3) Apron, Phase III - Supplemental Agreement No. 17, Design and Bid Services - Wichita Mid-Continent Airport.	
Agenda Report No. II-22 . . . . .	357
ACT 3 Apron Ph III HNTB SA No. 17 . . . . .	359
II-23. *Board of Bids WAA dated November 19, 2012.	
Board of Bids WAA . . . . .	374



**FINAL**  
CITY COUNCIL  
  
CITY OF WICHITA  
KANSAS

City Council Meeting  
09:00 a.m. November 20, 2012

City Council Chambers  
455 North Main

**OPENING OF REGULAR MEETING**

- Call to Order
- Invocation
- Pledge of Allegiance
- Approve the minutes of the regular meeting on November 6, 2012

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**AWARDS AND PROCLAMATIONS**

- Proclamations:  
  
National Adoption Week  
JDRF Wichita Day  
Tornado Alley Young Marines Month

**I. PUBLIC AGENDA**

NOTICE: No action will be taken relative to items on this agenda other than referral for information. Requests to appear will be placed on a "first-come, first-served" basis. This portion of the meeting is limited to thirty minutes and shall be subject to a limitation of five minutes for each presentation with no extension of time permitted. No speaker shall be allowed to appear more frequently than once every fourth meeting. Members of the public desiring to present matters to the Council on the public agenda must submit a request in writing to the office of the city manager prior to twelve noon on the Tuesday preceding the council meeting. Matter pertaining to personnel, litigation and violations of laws and ordinances are excluded from the agenda. Rules of decorum as provided in this code will be observed.

1. Doris Johnson - Wichita Police Department's unfairness.
2. Richard Stephenson - What the City Council can do on the Police shootings.
3. Janice Bradley - Police shooting.
4. James N. Underwood – Neighborhood clean-up proposal.

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**II. CONSENT AGENDAS (ITEMS 1 THROUGH 23)**

NOTICE: Items listed under the "Consent Agendas" will be enacted by one motion with no separate discussion. If discussion on an item is desired, the item will be removed from the "Consent Agendas" and considered separately

*(The Council will be considering the City Council Consent Agenda as well as the Planning, Housing, and Airport Consent Agendas. Please see "ATTACHMENT 1 – CONSENT AGENDA ITEMS" for a listing of all Consent Agenda Items.)*

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**COUNCIL BUSINESS**

**III. UNFINISHED COUNCIL BUSINESS**

1. Board of Appeals of Plumbers and Gas Fitters.  
(Deferred November 6, 2012)

RECOMMENDED ACTION: Approve the Charter Ordinance and place on first reading.

**IV. NEW COUNCIL BUSINESS**

1. Public Hearing and Issuance of Industrial Revenue Bonds, American Baptist Estates. (District IV)

RECOMMENDED ACTION: Close the public hearing and approve a one-year Letter of Intent to issue tax-exempt Industrial Revenue Bonds to American Baptist Estates in an amount not-to-exceed \$2,250,000, subject to standard Letter of Intent conditions and authorize the necessary signatures.

2. Public Hearing on the Establishment of the Maize 54 Redevelopment District, Tax Increment Financing.  
(District V)

RECOMMENDED ACTION: Close the public hearing and place on first reading the ordinance establishing the Maize 54 Redevelopment District.

3. Creation of Chapter 18.14 of the Code of the City of Wichita, relating to parking lot striping standards and enforcement.

RECOMMENDED ACTION: Approve creation of new chapter 18.14 of the City Code and place the ordinance on first reading.

4. Water and Sewer Rate Increases.

RECOMMENDED ACTION: Approve the Water Rate and Sewer Rate Ordinances and place on first reading.

5. Public Exigency Purchase - Brooks Landfill Gas Collection and Control System.

RECOMMENDED ACTION: Approve the public exigency, approve the expenditures and approve the budget adjustment and approve the execution of the contract.

6. Lease of Osage Recreation Center to Kansas Elks Training Center for the Handicapped, KETCH. (District IV)

RECOMMENDED ACTION: Approve the lease of Osage Recreation Center to Kansas Elks Training Center for the Handicapped (KETCH) and authorize the necessary signatures.

7. Neighborhood Clean-up Program.

RECOMMENDED ACTION: Approve the new program design.

8. Brownfields Area-Wide Planning Grant Application. (Districts IV and VI)

RECOMMENDED ACTION: Approve the Brownfields Area-Wide Planning Grant Application and authorize the necessary signatures.

9. Banking Services Selection.

RECOMMENDED ACTION: Adopt the resolution approving the selection of INTRUST Bank, N.A. as the City's banking services provider and authorizing the preparation, execution and delivery of certain agreements in connection with the City's banking services.

10. Revision of City Council District Boundary Lines.

RECOMMENDED ACTION: Approve the proposed City Council district boundaries and place the ordinance on first reading.

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**COUNCIL BUSINESS SUBMITTED BY CITY AUTHORITIES**

**PLANNING AGENDA**

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

**V. NON-CONSENT PLANNING AGENDA**

1. PUD2012-00002 – Create Planned Unit Development PUD #38, Indian Hills Planned Unit Development, on property zoned B Multi-family Residential (“B”), generally located south of 13th Street North and east of Meridian Avenue, 2425 W. 13th Street North. (District VI)  
(Deferred November 6, 2012)

RECOMMENDED ACTION: 1) Adopt the findings of the MAPC and approve PUD #38 as originally submitted, authorize the Mayor to sign the ordinance and place the ordinance on first reading (simple majority vote required); 2) approve the PUD request subject to amendments made following the MAPC hearing and the PUD document attached to this report (two-thirds majority vote required); 3) deny the request by making alternate findings (two-thirds majority vote required) or 4) return the application to the MAPC for further consideration (simple majority vote required).

2. ZON2012-00025 – City zone change from SF-5 Single-Family Residential (“SF-5”) to TF-3 Two-Family Residential (“TF-3”); generally located between West Street and Hoover Road on the southeast corner of 2nd and Baehr Streets. (District IV)

RECOMMENDED ACTION: 1) Adopt the findings of the MAPC and approve the zone change subject to the recommended conditions of approval, authorize the Mayor to sign the ordinance and place the ordinance on first reading (three-fourths majority vote required because of protests); 2) deny the request (two-thirds majority vote required), or; 3) return the application to the MAPC for reconsideration (simple majority vote required).

## **HOUSING AGENDA**

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

**Fern Griffith, Housing Member is also seated with the City Council.**

### **VI. NON-CONSENT HOUSING AGENDA**

None

## **AIRPORT AGENDA**

NOTICE: The City Council is meeting as the governing body of the Airport Authority for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

### **VII. NON-CONSENT AIRPORT AGENDA**

None

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## **COUNCIL AGENDA**

### **VIII. COUNCIL MEMBER AGENDA**

1. Approval of travel expenses for Mayor Brewer to attend League of Kansas Municipalities Governing Body Meeting in Topeka, KS, December 13-14, 2012.

RECOMMENDED ACTION: Approve the expenditures.

**IX. COUNCIL MEMBER APPOINTMENTS**

1. **Board Appointments.**

RECOMMENDED ACTION: Approve the Appointments.

Adjournment

(ATTACHMENT 1 – CONSENT AGENDA ITEMS I THROUGH 23))

**II. CITY COUNCIL CONSENT AGENDA ITEMS**

1. Report of Board of Bids and Contracts dated November 19, 2012.  
a. Board of Bids dated.

RECOMMENDED ACTION: Receive and file report; approve Contracts;  
authorize necessary signatures.

2. a) Applications for Licenses:

<u>Name</u>	<u>Address</u>
Norman Massey Jr	Circle Cinema 2570 South Seneca

RECOMMENDED ACTION: Approve the licenses.

- b) Applications for Licenses to Retail Cereal Malt Beverages:

<u>Renewal</u>	<u>2012</u>	<u>(Consumption on Premises)</u>
Roselia Tello-Rubio	Lalo's Express LLC**	1533 South Seneca
Richard J Renollet	WSUUC dba Rhatigan Student Center**	1845 North Fairmount

<u>Renewal</u>	<u>2012</u>	<u>(Consumption off Premises)</u>
Anm Badruddoza	Hillside Phillips***	248 South Hillside
Thuan T Neo	Happy LLC/CT-Happy Store***	2199 North Woodlawn
Don Farquhar	Rolling Hills CC Golf Shop***	9612 West Maple
Berry L. Epley	Presto #1629***	3311 North Rock Road
Berry L. Epley	Presto #1630***	2190 North Rock Road
Berry L. Epley	Presto #1631***	1250 South Rock Road
Berry L. Epley	Presto #1633***	1254 South Tyler Road
Berry L. Epley	Presto #1636***	4414 West Maple
Berry L. Epley	Presto #1637***	7136 West Central
Berry L. Epley	Presto #1638***	2001 South Oliver
Berry L. Epley	Presto #1639***	7236 West 21st North
Berry L. Epley	Presto #1640***	4821 South Broadway
Berry L. Epley	Presto #1641***	515 North Seneca
Berry L. Epley	Presto #1642***	2356 South Seneca
Berry L. Epley	Presto #1643***	1350 North Oliver
Berry L. Epley	Presto #1646***	12728 East Central
Sally Jo Hermann	Dillons #96***	5500 East Harry
Nuot Nguyen	Thai An Market***	2425 South Hillside #500

\*\*General/Restaurant (need 50% or more gross revenue from sale of food.

\*\*\*Retailer (Grocery stores, convenience stores, etc.)

RECOMMENDED ACTION: Approve licenses subject to Staff review and approval.

3. Preliminary Estimates:

- a. Preliminary Estimates.

RECOMMENDED ACTION: Receive and file.

4. Statement of Costs:

- a. Statement of Costs.

RECOMMENDED ACTION: Approve and file.

5. Consideration of Street Closures/Uses.

- a. Community Events - Our Lady of Guadalupe Fiesta. (District VI)
- b. Community Events - Ballet Wichita Nutcracker Ballet. (District I)
- c. Community Events - Lights on the River Wichita. (Districts I and VI)
- d. Community Events - Mayor's Tree Lighting Ceremony. (Districts I, IV and VI)

RECOMMENDED ACTION: Approve the request subject to; (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department; and (3) Securing a Certificate of Liability Insurance on file with the Community Events Coordinator.

6. Agreements/Contracts:

- a. Hold Harmless Agreement. (District V)
- b. Agreement for Kellogg/I-235 Interchange. (Districts IV and V)
- c. Supplemental Agreement No. 1 for Construction Engineering and Staking in Remington Place Addition, south of 21st Street North, east of Webb Road. (District II)

RECOMMENDED ACTION: Approve Agreements/Contracts; authorize the necessary signatures.

7. Change Order:

- a. Change Order No. 4- 13th Street Improvement, Hydraulic to Oliver. (District I)

RECOMMENDED ACTION: Approve the Change Orders and authorize the necessary signatures.

8. Minutes of Advisory Boards/Commissions

Joint Investment Committee, October 4, 2012  
Wichita Airport Advisory Board, October 1, 2012  
Board of Code Standards and Appeals, October 1, 2012

RECOMMENDED ACTION: Receive and file.

9. Pooled Funds Investment Policy Revisions.

RECOMMENDED ACTION: Approve and file the revised City of Wichita Pooled Funds Investment Policy.

10. Countywide Flood Insurance Rate Map Revisions.

RECOMMENDED ACTION: Approve the letter to FEMA and authorize the necessary signatures.

11. Delinquent Library Materials Recovery Service.

RECOMMENDED ACTION: Approve a contract with Unique Management Services for delinquent materials recovery.

12. Contracts and Agreements for October 2012.

RECOMMENDED ACTION: Receive and file.

13. Report on Claims for October, 2012.

RECOMMENDED ACTION: Receive and file.

14. Amending Resolution and Revised Budget for Lincoln Street Bridge and Dam Improvements.  
(Districts III and IV)

RECOMMENDED ACTION: Approve the revised budget, approve the amending resolution, and authorize the necessary signatures.

15. Agreement to Respread Assessments - Krug South 2nd Addition. (District II)

RECOMMENDED ACTION: Approve the agreement and authorize the necessary signatures.

16. Acquisition by Eminent Domain of Tracts Required for the East Kellogg Freeway Project. (District II)

RECOMMENDED ACTION: Adopt and place on first reading the ordinance providing for the acquisition by eminent domain of certain real property; and directing the City Attorney to file the appropriate proceedings in the District Court to accomplish such acquisitions.

17. Second Reading Ordinances: (First Read November 6, 2012)

a. Second Reading Ordinances.

RECOMMENDED ACTION: Adopt the Ordinances.



## **II. CONSENT PLANNING AGENDA ITEMS**

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

18. \*ZON2012-00026 and CUP2012-00026 – City zone change request from SF-5 Single-family Residential to LI Limited Industrial (“LI”) and creation of the K-96 and Greenwich South Community Unit Plan DP-328 on property located at the southeast corner of K-96 Highway and North Greenwich Road. (District II)

RECOMMENDED ACTION: Adopt the findings of the MAPC, approve the zone change and the Community Unit Plan subject to replatting within one year of approval of the governing body and instruct the Planning Department to forward the ordinance for first reading when the platting is completed (simple majority required).

19. \*ZON2012-00027 – City zone change request from SF-5 Single-family Residential to B Multi-family Residential (“B”) on property located at the northwest corner of West 13th Street North and Zoo Boulevard, 4526 West 13th Street North. (District VI)

RECOMMENDED ACTION: Adopt the findings of the MAPC, approve the zone change request subject to platting within one year of approval of the governing body and instruct the Planning Department to forward the ordinance for first reading when the platting is completed (simple majority required).

20. \*VAC2012-00032 - Request to vacate a portion of a platted setback; generally located west of Ridge Road, south of 13th Street North, west of Dunsworth Avenue on the south side of 11th Street North. (District V)

RECOMMENDED ACTION: Approve the Vacation Order, and authorize the necessary signatures.

21. \*VAC2012-00033 - Request to vacate a portion of a platted setback; generally located south of Harry Street on the west side of Hoover Road. (District IV)

RECOMMENDED ACTION: Approve the Vacation Order, and authorize the necessary signatures.

## **II. CONSENT HOUSING AGENDA ITEMS**

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

**Fern Griffith, Housing Member is also seated with the City Council.**

None

## **II. CONSENT AIRPORT AGENDA ITEMS**

NOTICE: The City Council is meeting as the governing body of the Airport Authority for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

22. \*Air Capital Terminal 3 (ACT 3) Apron, Phase III - Supplemental Agreement No. 17, Design and Bid Services - Wichita Mid-Continent Airport.

RECOMMENDED ACTION: Approve the supplemental agreement and authorize the necessary signatures.

23. \*Board of Bids WAA dated November 19, 2012.

RECOMMENDED ACTION: Receive and file report, approve contracts, and authorize the necessary signatures.

City of Wichita  
City Council Meeting  
November 20, 2012

**TO:** Mayor and City Council

**SUBJECT:** Board of Appeals of Plumbers and Gas Fitters

**INITIATED BY:** Department of Law

**AGENDA:** Unfinished Business

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**Recommendation:** Approve the Charter Ordinance.

**Background:** In 2011, the City of Wichita and Sedgwick County reviewed its code enforcement operations for consolidation opportunities. A design team comprised of internal and external stakeholders was tasked with identifying potential areas of consolidation and making recommendations for the merger of City and County code enforcement departments. The design team's recommendations were presented during a joint City Council and Board of County Commissioners meeting on November 2, 2011. Recommendations included the consolidation of duplicate trade boards. Following this meeting an implementation team of City and County employees began work on implementing the recommendations contained in the design team report. Council originally heard this matter on November 6, 2012 and deferred until today to allow for a expanded presentation on the legal necessity of requiring the specificity of board appointments in the Charter Ordinance.

**Analysis:** Consolidating the Board of Appeals of Plumbers and Gas Fitters as well as other duplicate code enforcement boards is consistent with the design team's November 2, 2011 recommendation to the governing bodies. Consolidation of the Board of Appeals of Plumbers and Gas Fitters would facilitate consistent plumbing code interpretation and code adoption recommendations. The proposed ordinance changes have been presented to the design team and the Board of Appeals of Plumbers and Gas Fitters. Both groups fully support consolidation of the board.

Although formal action by the board was not required, the Board of Appeals of Plumbers and Gas Fitters voted 3-3 to support the ordinance as submitted. Those voting against the proposed ordinance expressed support for the consolidation but were concerned with the lack of flexibility that may result if board appointments are specified in the charter ordinance.

**Financial Considerations:** There are no financial considerations associated with the consolidation of the Board of Appeals of Plumbers and Gas Fitters.

**Legal Considerations:** The Charter Ordinance has been approved as to form by the Law Department.

**Recommendation/Action:** It is recommended the City Council approve the Charter Ordinance and place on first reading.

**Attachments:** Charter Ordinance  
Delineated Ordinance  
Legal memorandum

PUBLISHED TWICE IN THE Wichita Eagle ON \_\_\_\_\_ AND \_\_\_\_\_ 2012.

CHARTER ORDINANCE NO. 219

A CHARTER ORDINANCE OF THE CITY OF WICHITA, KANSAS, RELATING TO THE MEMBERSHIP OF THE BOARD OF APPEALS OF PLUMBERS AND GAS FITTERS, AMENDING SECTION 1 OF CHARTER ORDINANCE No. 197 AND REPEALING THE ORIGINAL OF SAID SECTION.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. Section 1 of Charter Ordinance No. 219, amending Section 1 of Charter Ordinance 197 of the City of Wichita, is hereby amended to read as follows:

"There is hereby authorized a Board of Appeals of Plumbers and Gas Fitters, which shall consist of seven members and the Director of the Metropolitan Area Building and Construction Department or representative who shall serve as secretary and perform such services as the board may require. Said board shall consist of the following:

- One (1) member, who shall hold a master plumber's certificate (appointed by County);
- One (1) member, who shall hold a minimum journeyman plumber's certificate (appointed by County);
- One (1) member, who shall hold a mechanical engineer's license (appointed by County);
- One (1) member, who is a licensed mechanical contractor (appointed by City);
- One (1) member, who shall hold a master lawn sprinkler installer certificate (appointed by City);
- One (1) member, who is a licensed plumbing contractor (appointed by City); and
- One (1) member from the public-at-large, a joint appointment by the Mayor for the City of Wichita and the Chair of the County Commission for Sedgwick County."

SECTION 2. The original of Section 1 of Charter Ordinance No. 197 is hereby repealed.

SECTION 3. The Ordinance shall be published once each week for two consecutive weeks in the official city newspaper.

SECTION 4. This is a charter ordinance and shall take effect sixty-one days after final publication unless a sufficient petition for referendum is filed and a referendum held on the ordinance as provided in Article 12, Section 5(c)(3) of the Constitution of the State of Kansas, in

which case, the ordinance shall become effective if approved by a majority of the electors voting thereon.

PASSED AND ADOPTED BY THE GOVERNING BODY, not less than two-thirds of the members-elect voting in favor thereof, this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Carl Brewer, Mayor

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Gary E. Rebenstorf

PUBLISHED TWICE IN THE \_\_\_\_\_ ON \_\_\_\_\_ AND \_\_\_\_\_,  
2012.

CHARTER ORDINANCE NO. \_\_\_\_\_

DELINEATED

A CHARTER ORDINANCE OF THE CITY OF WICHITA, KANSAS, RELATING TO THE MEMBERSHIP OF THE BOARD OF APPEALS OF PLUMBERS AND GAS FITTERS, AMENDING SECTION 14 OF CHARTER ORDINANCE No. 197 ~~NO. 106~~ AND REPEALING THE ORIGINAL OF SAID SECTION.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. ~~Section 4 of Charter Ordinance No. 106 amending Section 2 of Charter Ordinance 60 of the City of Wichita, is hereby amended to read as follows: Section 1 of Charter Ordinance No. \_\_\_\_\_, amending Section 1 of Charter Ordinance 197 of the City of Wichita, is hereby amended to read as follows:~~

"There is hereby authorized a Board of Appeals of Plumbers and Gas Fitters, which shall consist of seven members and the Director ~~superintendent of Central Inspection or the Metropolitan Area Building and Construction Department or Superintendent of Central Inspection's~~ representative who shall serve as secretary ~~and the Environmental Health Director of Public Works and Utilities or his/her designee who shall serve in an advisory capacity~~ and perform such services as the board may require. Said board shall consist of the following:

- One (1) member, who shall hold a master plumber's certificate (appointed by County);
- One (1) member, who shall hold a minimum journeyman plumber's certificate (appointed by County);
- One (1) member, who shall hold a mechanical engineer's license (appointed by County);
- One (1) member, who is a licensed mechanical contractor (appointed by City);
- One (1) member, who shall hold a master lawn sprinkler installer certificate (appointed by City);
- One (1) member, who is a licensed plumbing contractor (appointed by City); and
- One (1) member from the public-at-large, a joint appointment by . The Mayor, with the Mayor for the City of Wichita and Council, shall appoint members to the Chair of the County Commission for Sedgwick County board for such terms as shall be established by ordinance."

SECTION 2. The original of Section 1 4 of Charter Ordinance No. 197 ~~406~~ is hereby repealed.

SECTION 3. The Ordinance shall be published once each week for two consecutive weeks in the official city newspaper.

SECTION 4. This is a charter ordinance and shall take effect sixty-one days after final publication unless a sufficient petition for referendum is filed and a referendum held on the ordinance as provided in Article 12, Section 5(c)(3) of the Constitution of the State of Kansas, in which case, the ordinance shall become effective if approved by a majority of the electors voting thereon.

PASSED AND ADOPTED BY THE GOVERNING BODY, not less than two-thirds of the members-elect voting in favor thereof, this \_\_\_\_\_ 5<sup>th</sup> day of \_\_\_\_\_, 2012  
~~August, 2003.~~

\_\_\_\_\_  
Carl Brewer ~~Carlos Mayans~~, Mayor

ATTEST:

\_\_\_\_\_  
Karen Sublett ~~Pat Graves~~, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Gary E. Rebenstorf



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**INTEROFFICE MEMORANDUM**

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**TO:** Gary Rebenstorf, Director of Law and City Attorney

**FROM:** Jeff A. VanZandt, Assistant City Attorney

**SUBJECT:** Legal justification for including specific appointments in the Charter Ordinance relating to the Board of Appeals for Plumbers and Gas Fitters

**DATE:** November 12, 2012

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The legal necessity of including the specific appointments in this Charter Ordinance was questioned by Ray Frederic at the recent Council meeting. He felt that by having this specificity in the Charter Ordinance it would be too restrictive to allow for any change that may occur to this process in the future. It is still my opinion that this specificity is required for the reason stated below.

K.S.A. 12-1503 states: “Board of examiners; compensation; appointment; compensation. There may be established in every city a board of examiners of plumbers consisting of three members, one of whom shall be a member of the health department of the city, who shall be ex officio chairperson of the board of examiners; a second member, who shall be a master plumber; and a third member, who shall be appointed by the mayor and approved by the governing body of the city, and may be paid from the general fund of the city, in such amount as the governing body of the city may designate.” (Emphasis supplied)

It should be stressed that when interpreting a statute, the word “shall” means “must” and is not discretionary. The Constitution of the State of Kansas, Article 12, Section 5, provides, in part:

“(2) A charter ordinance is an ordinance which exempts a city from the whole or any part of an enactment of the legislature as referred to in this section and which may provide substitute and additional provisions on the same subject. Such charter ordinance shall be so titled, shall designate specifically the enactment of the legislature or part thereof made inapplicable to such city by the adoption of such ordinance and contain the substitute and additional provisions, if any, and shall require a two-thirds vote of the members-elect of the governing body of such city....” (Emphasis supplied) See Attorney General Opinions 79-81; 89-133; and 97-78.

In Attorney General Opinions No. 85-145 and 93-153, Attorney General Robert T. Stephan concluded that a city must strictly comply with the requirement that a charter ordinance designate specifically the legislative enactment that is made inapplicable in order to make the protest and referendum provisions of the home rule amendment meaningful. Since the state statute specifies who shall be appointed by the city, it is, in my legal opinion, that we should be specific as to whom the City will be appointing.



It was also suggested that the specific appointments could be addressed in the underlying ordinance. This concept has been clearly prohibited. In Attorney General Opinion No. 94-108, and many others, it was determined that “an ordinary ordinance is not sufficient to amend a charter ordinance in light of article 12, section 5(c)(4) of the Kansas constitution.”

Even though K.S.A. 12-1503 only applies to cities, Sedgwick County also has its own concerns if the specificity is removed from this Charter Ordinance. The County will be providing a legal memorandum expressing its position on this matter and will be available at our Council meeting to answer any questions.

Absent the legal issues concerning the specificity of which governmental body appoints which member on the plumbing board, there is another reason this method of appointments is recommended. Each of the boards consists of an odd number of members. It was considered that if the appointment method was a “switching method,” that is for example, the City appoints the first vacancy, then the County appoints the second, and so on, there exists the possibility that a board may consist of a majority of the members appointed by one of the governmental bodies. To ensure equal representation of each of the boards, the specific appointment method is recommended.

Jeff A. VanZandt  
Assistant City Attorney



INTEROFFICE MEMORANDUM

November 15, 2012

To: Richard Euson, County Counselor  
Ron Holt, Assistant County Manager

From: Bill Raymond, Assistant County Counselor

RE: Appointment(s) to the Board of Appeals for Plumbers and Gas Fitters

The "Legal Team" for the consolidation effort of code enforcement has for several months recommended a specific appointment process for the newly established joint construction and trade boards. Basically, equal representation of each board would be accomplished by the County Commission appointing 3 members and the City Council appointing 3 members, and with the Mayor and Chairman jointly selecting the <sup>11</sup> member to each board.

In order to provide *clarity* and *equal representation* regarding the appointment process for both governing bodies and acknowledging the expected dynamic life circumstances of members on the boards, the Legal Team recommended that specific licensed qualified appointments be named to each board. *The goal is to prevent any misunderstanding between governing bodies as to which position each is to appoint.* For example, one governing body would name the master electrician and the other governing body would name the journeyman electrician.

The Legal Team also recognized that Wichita had chartered out of a specific state statute (K.S.A. 12-1503) that applies to qualification of the license holder that may be appointed to city plumbing boards- and with the full knowledge that this statute applied only to cities and not counties.

Mr. Frederic, who is a current member of Wichita's plumbing board, has opined to the City Council that specific appointments in the city's proposed charter that provides for specific appointments by each governing body would be too restrictive to allow for change in the future. The Legal Team respectfully disagrees that the charter ordinance should not list specific appointments by each governing body.

I'm attaching the interoffice memorandum of Jeff Van Zandt that includes AG opinions that clearly state that charter ordinances must contain the substitute and additional provisions that are different

than the Kansas statute. In short, I am in complete agreement with the legal opinion of Mr. Van Zandt that the *charter* ordinance is required to be the adopted and authorized enactment that must include the specific licensed qualifications for appointments to the plumbing board.

Although K.S.A. 12-1503 does not apply to counties, the consolidation effort and creation of joint boards with *guaranteed* equal representation must be the milestone permanently affixed in the agreement between Wichita and Sedgwick County. Both governing bodies *must maintain their individual Home Rule authority and "police power" to create individual enactments under the Joint Policy Ordinance-Resolution* approved by the governing bodies in August and to ensure compliance with K.S.A. 12-2908.

Specifically, the Joint Policy Ordinance-Resolution, states:

"...the purpose of the consolidated entity will be *to jointly* administer the codes with the intent that the same will be adopted and maintained in substantially identical form where practicable, while *considered the individual enactment* of the City of Wichita or of Sedgwick County, as applicable; and that *if either* the City of Wichita or Sedgwick County *fails to adopt* a code, or a provision therein, or *amends or repeals* it while *the other adopts, amends or maintains it in force*, it *shall be valid* within the *jurisdiction* of the *jurisdiction that adopted, amended or maintained it, notwithstanding its status in the other jurisdiction.*"

Stated another way, Wichita and Sedgwick County has entered into a contract to perform governmental services for each other and neither the city, nor the county, may allow the divestiture of their individual authority to the other governing entity-or the entire agreement could be found by the AG to be in violation of the Kansas statutory requirements. This includes the guaranteed equal representation of membership in the joint plumbing board and other boards; and recognizing the unique application of the city's charter ordinance.

When I drafted the language of the Joint Policy Ordinance-Resolution, I did converse with AG's office and the assistant AG verified my understanding of the demarcation of authority between municipalities where services are to be jointly and equally provided by agreement.

Respectfully,



Bill H. Raymond  
Assistant County Counselor

City of Wichita  
City Council Meeting  
November 20, 2012

**TO:** Mayor and City Council

**SUBJECT:** Public Hearing and Issuance of Industrial Revenue Bonds (American Baptist Estates)  
(District IV)

**INITIATED BY:** Office of Urban Development

**AGENDA:** New Business

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**Recommendation:** Close the public hearing, approve the Letter of Intent to issue tax-exempt Industrial Revenue Bonds in the amount not-to-exceed \$2,250,000, and authorize the necessary signatures.

**Background:** American Baptist Estates, d/b/a Prairie Homestead, is requesting the City Council approval of a Letter of Intent to issue Industrial Revenue Bonds (IRBs) in an amount not-to-exceed \$2,250,000. The proceeds of the proposed bonds will be used to refund the City's outstanding IRBs, issued in 2008, to finance improvements to the senior living facilities located at 1605 May Avenue.

**Analysis:** American Baptist Estates, doing business as Prairie Homestead, is a Kansas not-for-profit corporation formed in 1963 to provide a continuing care retirement community for older adults. The original campus of Prairie Homestead was developed in 1966. Prairie Homestead provides housing accommodations and care for older adults especially designed to meet their physical, social and spiritual needs. The project offers 168 apartments and accommodates single or double occupancy. The units range from 279 to 1,072 square feet. Prairie Homestead provides health care services that include nursing services through scheduled clinics, 24 hour nursing care, and a multitude of therapies. Prairie Homestead also provides dining services, weekly basic housekeeping, security and safety features, numerous in-house social activities, and scheduled transportation. IRBs were issued in 2008 in an amount of \$2,865,000 to finance an expansion of the senior living facility.

An analysis of sources and uses of project funds is:

**Sources of Funds:**

Bond Proceeds	\$ 2,250,000
Tenant Contribution	<u>40,825</u>
Total Sources of Funds	\$ 2,290,825

**Uses of Funds:**

Refunding Bonds	\$ 2,215,000
Costs of Issuance	74,050
Bond Issue Round Off	<u>1,775</u>
Total Uses of Funds	\$ 2,290,825

The City's contract bond counsel firm, Kutak Rock LLP, will serve as bond counsel in the transaction. American Baptist Estates will comply with the City's requirements contained in the Letter of Intent.

**Financial Considerations:** American Baptist Estates agrees to pay all costs of issuing the bonds and agrees to pay the City's \$2,500 annual IRB administrative fee for the term of the bonds. Riedl First Securities Company of Kansas has agreed to underwrite the bonds and reoffer them for sale to the public.

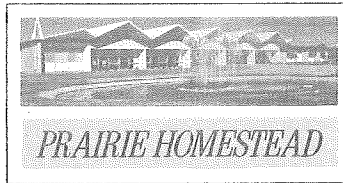
**Legal Considerations:** The form of bond documents shall be subject to review and approval by the Law Department prior to the issuance of any bonds. American Baptist Estates agrees to comply with the Standard Conditions contained in the City's IRB Policy.

The public hearing held in conjunction with this item complies with the Tax Equity and Fiscal Responsibility Act ("TEFRA") hearing requirement in the federal tax code for issuance of tax-exempt bonds.

**Recommendations/Actions:** It is recommended that the City Council close the public hearing and approve a one-year Letter of Intent to issue tax-exempt Industrial Revenue Bonds to American Baptist Estates in an amount not-to-exceed \$2,250,000, subject to standard Letter of Intent conditions and authorize the necessary signatures.

**Attachment:** Letter of Intent Application

1605 MAY AVENUE



WICHITA, KANSAS 67213

(316) 263-8264

November 1, 2012

Mayor and Members of the City Council  
City of Wichita  
City Hall – 455 North Main  
Wichita, KS 67202

Re: Proposed refunding City of Wichita, Kansas  
Industrial Revenue Refunding Bonds  
(American Baptist Estates, Inc. d/b/a Prairie Homestead)

Dear Mayor Brewer and Council Members:

This letter is to request approval by the governing body of the City of Wichita, Kansas, of a Letter of Intent to issue Industrial Revenue Refunding Bonds in an amount not to exceed \$2,250,000 to refund the Series I, 2008 issue of Industrial Revenue Bonds. The purpose of the proposed refunding of the Bonds will be to create debt service savings of the existing Bond issue dated 2008, which is leased to American Baptist Estates, Inc. d/b/a Prairie Homestead, a Kansas not-for-profit corporation ("Company" or "Applicant").

1. Name and Address of Applicant.

American Baptist Estates, Inc. d/b/a Prairie Homestead  
1605 May Street  
Wichita, Kansas 67213  
Telephone: (316)263-8264  
Attention: Willard Wortman, President, Board of Directors

2. A General Description of the Nature of the Business of the Proposed Beneficiary.

American Baptist Estates, Inc. d/b/a Prairie Homestead is a Kansas not-for-profit corporation, formed in 1963 to provide a continuing care retirement community for older adults.

3. Key Officers, Directors and Key Personnel of Proposed Beneficiary.

Please See Exhibit "A".

4. A General Description of the Proposed Refunding.

Refunding the 2008 issue to allow a debt service savings on the issue. Project was completed October, 2008 and has been in operation since November 1, 2008.

5. The Dollar Amount of the Bonds Refunding.

The total refunding amount of the Bonds is \$2,250,000.

6. A Detailed Breakdown of Estimated Costs.

Sources:

New Bond Issue	\$2,250,000.
Tenant Contribution	<u>\$ 40,825.</u>
	\$2,290,825.

Uses:

Refunding Bonds	\$2,215,000.
Underwriting Fee (1.50%)	\$ 33,225.
Rounding Amount	\$ 1,775.
Bond Counsel/Underwriter Counsel	\$ 33,325.
Tenant's Counsel	\$ 1,500.
Printing and Publications	\$ 1,500.
Misc.	\$ 2,500.
Trustee Fees	<u>\$ 2,000.</u>
	\$2,290,825.

7. Name and Address of Proposed Counsel to be Utilized In Connection with the Issuance of the Bonds.

Bond Counsel

Kutak Rock LLP  
Suite 500  
1010 Grand Boulevard  
Kansas City, Missouri 64106-2220  
(816)960-0090  
(816)960-0041 FAX  
Attn: Dotty Riley  
[dotty.riley@kutakrock.com](mailto:dotty.riley@kutakrock.com)

Applicant's Counsel

Brown, Dengler, O'Brien LLC  
1938 N. Woodlawn  
Wichita, Kansas 67208  
(316)260-9720  
(316)260-8867 FAX  
Attn: Patricia Dengler  
[pdengler@bdolaw.com](mailto:pdengler@bdolaw.com)

Underwriter's Counsel

Hinkle Elkouri Law Firm, L.L.C.  
301 North Main, Suite 200  
Wichita, Kansas 67202  
(316)267-2000  
(316)264-1518 FAX  
Attn: Winton M. Hinkle  
[whinkle@hinklawn.com](mailto:whinkle@hinklawn.com)



8. A Statement Relative to Ad Valorem Taxes.

The Applicant does not request that the property purchased and constructed with the proceeds of the 2008 Bonds be exempted from Kansas ad valorem property taxes based upon the issuance of the Bonds. The Applicant expects the Project will continue to be exempt from ad valorem property taxes by virtue of Applicant's status as a not-for-profit charitable organization.

9. Administrative Service Fee Agreement.

The Applicant agrees to make a payment to the City to reimburse the City for administrative costs in the amount of \$2,500 per year commencing one year after the delivery of the bonds. In addition, the Applicant will pay all costs of the City relative to the refunding of the Bonds.

10. Brief Statement With Respect to Benefits.

The issuance of the bonds will provide funds to create saving on the debt service for the current bond issue. This debt service savings will enhance the Project's living environment and enhance the long-term economic viability.

11. Brief Statement Relative to the Effects on the Ambient Air Quality of the City of Wichita and Sedgwick County.

The current expansion has had no effects on the ambient air quality of the City of Wichita and Sedgwick County, nor has there been or is it anticipated there will be any other anticipated adverse environmental effects. The Applicant will agree to comply with the City's policies and requirements relating to environmental matters.

12. A Brief Statement With Respect to Equal Employment Opportunity.

The applicant will comply with all policies of the City of Wichita with respect to equal employment opportunity.

13. Arrangements for Sale of the Bonds.

Riedl First Securities Company of Kansas, Wichita, Kansas, has agreed to purchase the Bonds as reflected in its commitment letter attached hereto as Exhibit C.

14. Financial Information.

The Tenant's audited financial statements for fiscal years 2010, 2011 and 2012 are attached as Exhibit D.

The census has averaged 80 – 85% which is considered good based on the economy and the industry. This is supported by the stated revenue which reflects a consistent level year to year.

The loss for 2012 was expected, due to updating amenities and increasing services.

The financial audits of American Baptist Estates, Inc. d/b/a Prairie Homestead indicate American Baptist Estates, Inc. d/b/a Prairie Homestead has the resources to support their financial position.

To permit American Baptist Estates, Inc. d/b/a Prairie Homestead to finalize the refunding of the 2008 Bond issuance, it is requested at this time that the City Council authorize the Mayor to execute a Letter of Intent for and on behalf of the City whereby the City indicates its intent to issue the refunding not to exceed \$2,250,000 of its Industrial Revenue Bonds for the purposes described herein. Applicant respectfully requests that such Letter of Intent be valid for a period of six months.

Applicant is aware that such a Letter of Intent is only an indication of the intent of the City to issue the proposed Bonds for refunding the 2008 Bond issuance and that such Letter of Intent is subject in all respects to the governing body's final approval of the terms and provisions of the Bond Ordinance, Trust Indenture, Lease Agreement, Guaranty Agreement and other related documents. However, upon issuance of such Letter of Intent, Applicant is prepared to proceed in reliance thereon. Should there be any further questions or information which the City may require in evaluating this application, we will be most happy to discuss such matters.

Respectfully submitted,

AMERICAN BAPTIST ESTATES, INC.  
d/b/a PRAIRIE HOMESTEAD

A handwritten signature in cursive script, reading "Willard Wortman", is written over a horizontal line.

Willard Wortman, President  
Board of Directors

## EXHIBIT A

### BOARD OF DIRECTORS AND KEY PERSONNEL

#### BOARD OF DIRECTORS

Willard Wortman	President
Gary Huntsperger	Vice President
Robert Harmon	Treasurer
Connie Sneeringer	Secretary
Arlys Carter	Member
Katie Mroz	Member
Orville Hall	Member
Steven Shook	Member
Roger Fraley	Member
Susan Hubbard	Member

#### KEY PERSONNEL

Diane Hull	Administrator
Linda Eskridge	Nursing Manager
Jack Williams	Dietary Manager
Simon Mendez	Facilities Manager
Shelbie Corbin	Office Manager

**EXHIBIT B**

**Prairie Homestead Retirement Community**

**Brochure regarding services/activities**

**EXHIBIT C**

**Riedl First Securities Company of Kansas**

**Commitment Letter**



# Riedl First Securities

COMPANY OF KANSAS

*Serving corporate and  
personal investors since 1916*

1841 N. Rock Rd. Ct. Ste 400  
Wichita, KS 67206-4213  
Tel (316) 265-9341  
(800) 365-9341  
Fax (316) 265-0215

31 October, 2012

To: Ms. Diane Hull - Administrator  
American Baptist Estates

RE: City of Wichita, KS  
\$ 2, 250,000.00  
Industrial Revenue Bonds  
American Baptist Estates

Dear Ms. Hull,

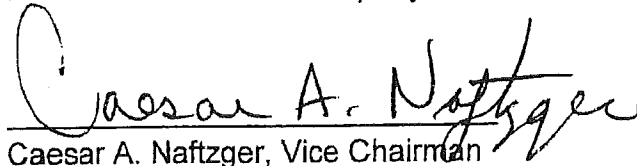
This is a commitment of Riedl First Securities Company of Kansas to underwrite the captioned bond issue.

Our commitment is subject to the following conditions:

1. Agreement of the City of Wichita, KS, American Baptist Estates and Riedl First Securities Company of Kansas to the terms and conditions of the refunding.
2. Unqualified approving opinion of recognized bond counsel as to the legality and tax-exempt status of the bonds.
3. Our underwriting fee of one and one half (1.50%) of the the bonds issued will be payable at closing. If for any reason the bonds are not issued, we will be due no fee, nor expense reimbursement.

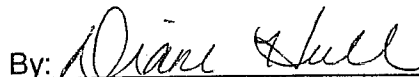
Respectfully Submitted:

Riedl First Securities Company of Kansas

  
Caesar A. Naftzger, Vice Chairman

Approved this 31<sup>st</sup> day of October 2012

American Baptist Estates

By:  \_\_\_\_\_

City of Wichita  
City Council Meeting  
November 20, 2012

**TO:** Mayor and City Council

**SUBJECT:** Public Hearing on the Establishment of the Maize 54 Redevelopment District (Tax Increment Financing) (District V)

**INITIATED BY:** Office of Urban Development

**AGENDA:** New Business

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**Recommendation:** Close the public hearing and place the ordinance on first reading.

**Background:** On October 16, 2012, the City Council adopted a resolution stating its intent to consider the establishment of a redevelopment district in order to use tax increment financing (“TIF”) to pay for certain eligible redevelopment project costs. The proposed redevelopment district, to be known as the Maize 54 Redevelopment District, is generally located north of West Kellogg Drive on the east side of Maize Road. The resolution set 9:30 a.m. on November 20, 2012, or as soon thereafter as possible, as the time for a public hearing before the City Council on this matter. Copies of the resolution were mailed, by certified mail, to all owners and occupants of property in the proposed district, and to the Board of Sedgwick County Commissioners and the U.S.D. 265 Board of Education, in accordance with state law.

**Analysis:** The area proposed for the Maize 54 Redevelopment District is depicted on Exhibit ‘A’ to the attached District Plan. The majority of the area is northeast of Kellogg and Maize Road, consisting of approximately 86.5 acres. This is an area that qualifies as a “blighted area” under the state TIF statutes, because a majority of the land within the proposed TIF district is within a 100-year flood plain, based on a report by Project Engineer Tim Austin using FEMA floodplain maps.

Maize 54, LLC plans to create a mixed use commercial development anchored by the Bowllagio Bowling and Family Entertainment Center and containing retail, hotel, restaurants and office space. Tax increment financing would be used only to pay for eligible redevelopment costs directly associated with drainage-related improvements located within the Redevelopment District outside of the private development site. The City Council has previously approved the establishment of a Community Improvement District for a portion of the private development site that will reimburse the developer’s costs up to \$75,000,000 from the proceeds of a 2% CID sales tax, on a pay-as-you-go basis.

The process for authorizing the use of TIF involves two major steps: The first step is the establishment of the tax increment district by ordinance adopted by majority vote of the City Council, following a public hearing. The ordinance must include a district plan which provides a general description of the overall plan for redevelopment of the district. The creation of the district sets the boundaries within which TIF can be used and establishes the base year for measuring incremental growth in district property tax revenue.

The final step in the approval process involves the adoption of a detailed project plan, by a two-thirds majority vote of the City Council, and approval of a development agreement between the City and the Developer which specifies the details of the private development to be undertaken and obligates the City to

contribute to the project using TIF and any other incentives which may be included in the project. More than one redevelopment project may be approved by adoption of project plans within the same TIF district.

**Maize 54 District Plan:** The general plan for redeveloping the Maize 54 Redevelopment District is set forth in the District Plan which is attached as Exhibit B to the attached Resolution. The plan calls for development of the district in multiple phases, with each phase having a separate project area and project plan which must be adopted by the City Council by a 2/3 majority vote. The land uses for the overall project include retail, restaurant, hotel, healthcare and office developments. The current master plan for redevelopment of the proposed district is included as Exhibit 'C' to the attached District Plan.

Under the terms of the District Plan, the use of tax increment financing will be limited to costs directly associated with drainage-related improvements located within the Redevelopment District outside of the private development site. Based on current plans, this can include construction of flood control structures (retaining walls) to separate the floodplain from the private development site, acquisition and demolition of property on Maize Court needed for storm water detention/retention improvements within the floodplain, replacement of the bridge on Maize Road crossing the Calfskin Creek and channel improvements along the Calfskin Creek west of Maize Road. The District Plan further limits the incremental revenue that can be used to pay TIF project costs to 65% of the TIF revenues generated within the District. The balance will be distributed to the taxing authorities.

**Financial Considerations:** The establishment of the proposed redevelopment district at this time will set the 2012 assessed valuation of property within the district as the base-year valuation for the purpose of calculating the incremental increase in tax revenue available for tax increment financing. Actual TIF financial obligations of the City will only be incurred following the approval of a project plan and development agreement for the first phase of the redevelopment project. The cost of improvements being financed in each phase will be limited to the amount that can be covered by projected TIF revenue. Subsequent phases will not be allowed to commence until after sufficient development is assured in the prior phase, as set forth in the development agreement.

**Legal Considerations:** State law allows cities to establish redevelopment districts in areas that are considered blighted areas based on findings that a majority of the land is within a 100-year flood plain. Such findings are set forth in the attached ordinance which has been approved as to form by the Law Department. Following the public hearing, the Sedgwick County Board of County Commissioners and the USD 265 Board of Education will have a 30-day period during which either board may veto the establishment of the redevelopment district.

**Recommendations/Actions:** It is recommended that the City Council close the public hearing and place on first reading the ordinance establishing the Maize 54 Redevelopment District.

**Attachments:** Ordinance and Exhibits  
District Plan and Exhibits



Ordinance No. 49-395

**AN ORDINANCE OF THE CITY OF WICHITA  
ESTABLISHING THE MAIZE 54 REDEVELOPMENT DISTRICT**

WHEREAS, the provisions of K.S.A. 12-1771, as amended, set forth the procedure for the establishment of a redevelopment district for certain purposes in eligible areas; and

WHEREAS, the Governing Body of the City of Wichita, by Resolution No. R 12-330 dated October 16, 2012, has given notice of its consideration of the establishment of a redevelopment district and described a proposed district plan that identifies all of the proposed redevelopment project areas along with a general description of the buildings and facilities to be constructed or improved; and

WHEREAS, the Maize 54 Redevelopment District area appears to qualify as an eligible area as a “blighted area” under the provisions of K.S.A. 12-1770a, as amended, in that a majority of the property in the proposed district has been identified by a Kansas licensed professional engineer and the United States federal emergency management agency as existing in the 100-year flood-plain; and

WHEREAS, the Governing Body of the City of Wichita, finds and determines that the conservation, development or redevelopment of the area is necessary to promote the general and economic welfare of the City; and

WHEREAS, a public hearing required by K.S.A. 12-1771, as amended has been held and concluded; and

WHEREAS, the Governing Body of the City of Wichita desires to establish a redevelopment district that encompasses the Maize 54 Redevelopment District area;

**NOW THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF  
THE CITY OF WICHITA, KANSAS:**

Section 1. The Governing Body hereby finds and determines that the Maize 54 Redevelopment District area qualifies as an eligible area as a “blighted area” under the provisions of K.S.A. 12-1770a, as amended, in that a majority of the property in the proposed district has been identified by a Kansas licensed professional engineer and the United States Federal Emergency Management Agency as existing in the 100-year flood-plain.

Section 2. The conservation, development or redevelopment of the District is necessary to promote the general and economic welfare of the city. Therefore, a redevelopment district is hereby established that shall hereafter be designated the Maize 54 Redevelopment District, the description and boundaries of such redevelopment

district in the City of Wichita, Sedgwick County, Kansas, are set forth in Exhibit “A” attached hereto and incorporated herein by reference. A map generally outlining the boundaries of the Maize 54 Redevelopment District is attached hereto as Exhibit “B” and incorporated herein by reference.

Section 3. The redevelopment district plan identifying all the proposed redevelopment project areas along with a general description of the buildings and facilities that are proposed to be constructed or improved in each redevelopment project area is adopted as the redevelopment district plan for the Maize 54 Redevelopment District, and is set forth in Exhibit “C” attached hereto and incorporated herein by reference.

Section 4. This ordinance shall be in force and effect from and after its passage, approval, and publication once in the official City paper.

ADOPTED at Wichita, Kansas, this 4th day of December, 2012.

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

\_\_\_\_\_  
Carl Brewer, Mayor

Approved as to Form:

\_\_\_\_\_  
Gary E. Rebenstorf, City Attorney

## EXHIBIT A

### LEGAL DESCRIPTION

Beginning at a point of intersection with the south right of way line of Hayden Street and the west right of way line of Maize Road; thence east to the east right of way line of Maize Road; thence south on the said east right of way line of Maize Road to a point of intersection with the north line of the SW  $\frac{1}{4}$ , Section 29, Township 27 South, Range 1 West of the 6<sup>th</sup> P.M.; thence east on said north line of said SW  $\frac{1}{4}$  for a distance of 1,488.72 feet to a point of intersection with the east line of a tract of land described in Condemnation Case 06CV-3456; thence south on the east line of said Condemnation Case 06CV-3456 to a point of intersection with the north line of Miles Lakewood Village Second Addition, Wichita, Sedgwick County, Kansas; thence west on said north line of said Miles Lakewood Village Second Addition to the northwest corner of said Addition; thence south on the west line of said Miles Lakewood Village Second Addition to a southwest corner of said Addition; thence east on a south line of said Miles Lakewood Village Second Addition to a corner of said Addition; thence south on a west line of said Miles Lakewood Village Second Addition to a point of intersection with a northeast corner of Maize 54 Addition, Wichita, Sedgwick County, Kansas; thence south on the east line of said Maize 54 Addition to a point of intersection with the north right of way line of Kellogg Drive; thence southwesterly on a south line of said Maize 54 Addition 419.31 feet to a corner in said Maize 54 Addition; thence south on an east line of said Maize 54 Addition 125 feet to a corner of said Maize 54 Addition, said corner being on the north right of way line of Kellogg Drive; thence continuing south for a distance of 95 feet more or less to the south right of way line for Kellogg Drive; thence west on said south right of way line of Kellogg Drive to the a point of intersection with the west right of way line extended of Maize Road; thence north on the west right of way of Maize Road to point lying 770.16 feet south of the northeast corner of the SE  $\frac{1}{4}$ , Section 30, Township 27 South, Range 1 West of the 6<sup>th</sup> P.M.; thence west for a distance of 380 feet; thence northwesterly to a point lying 670.14 feet south of and 474 feet west of said northeast corner of said SE  $\frac{1}{4}$ , Section 30, Township 27 South, Range 1 West; thence west 526 feet; thence north 335.08 feet; thence west 290 feet to the east line of Lark Lane; thence north along the east line of Lark Lane to a point of intersection with the south right of way line of Hidden Valley Road; thence east on the south right of way line of Hidden Valley Road to a point of intersection with the west right of way line of Maize Road; thence north on the west right of way line of Maize Road to the point of beginning.

# EXHIBIT "B"

## Proposed Maize 54 Redevelopment District

City of Wichita, Kansas

Proposed  
Maize 54  
Redevelopment  
District

Property Parcels outside  
Maize 54 Redevelopment  
District

Property Parcels inside  
Maize 54 Redevelopment  
District

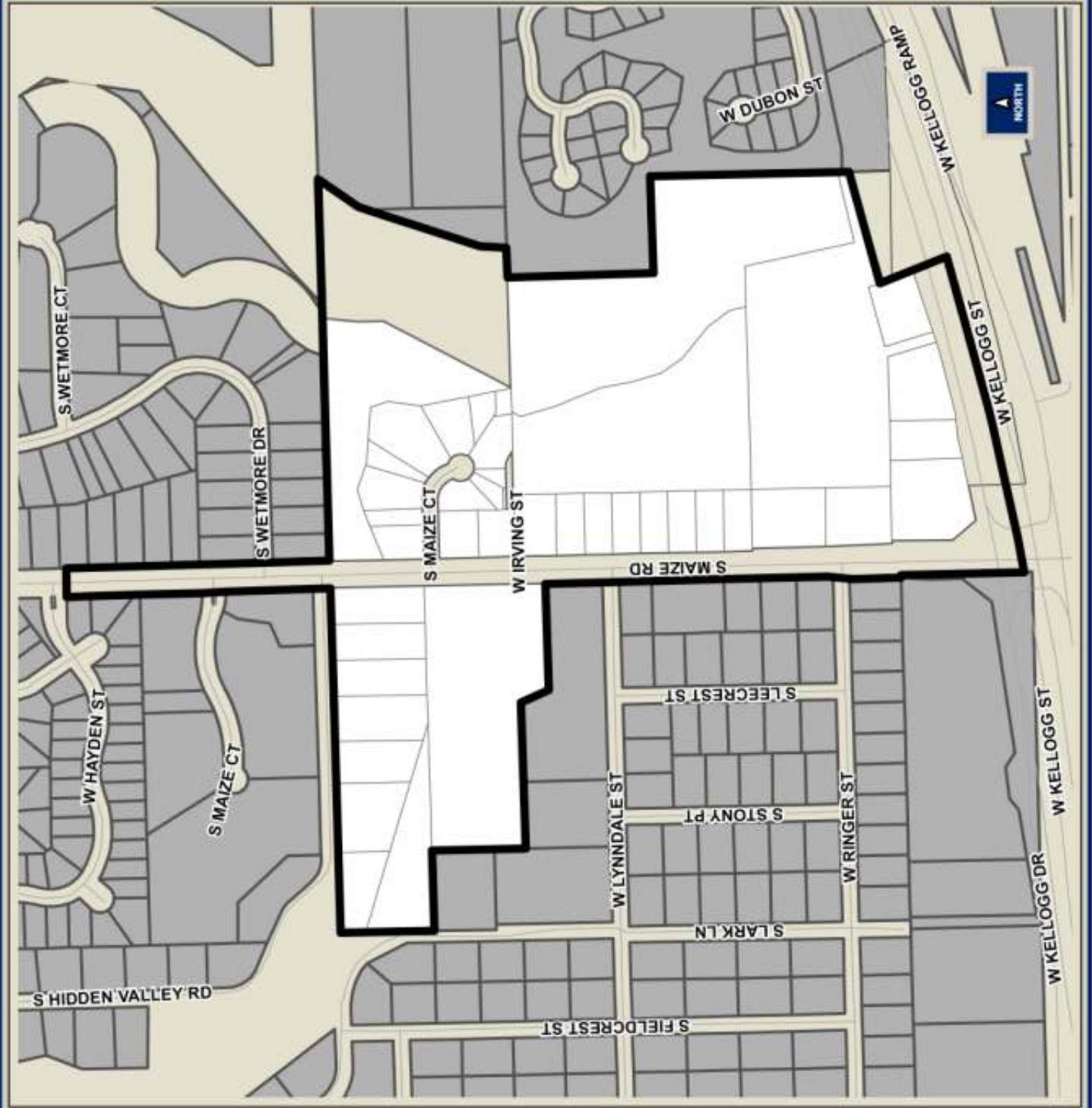
Software: ArcGIS 9.3.1  
Hardware: Dell Xeon  
Printer: HP 5500 Plotter

Map Data Source:  
Property Parcels  
provided by:  
Sedgewick County GIS

Road Centerlines  
provided by:  
City of Wichita

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It is understood that while the City of Wichita Data Center  
Geographical Information Systems Department has no liability  
for the use of the data, the City of Wichita is not responsible  
for the use of the data in any other manner.



**EXHIBIT C**  
**REDEVELOPMENT DISTRICT PLAN FOR THE REDEVELOPMENT**  
**OF THE MAIZE 54 REDEVELOPMENT DISTRICT**  
**THROUGH TAX INCREMENT FINANCING**

**November 20, 2012**

**SECTION 1: PURPOSE**

A district plan is required for inclusion in the establishment of a redevelopment district under K.S.A. 12-1771. The district plan is a preliminary plan that identifies proposed redevelopment project areas within the district, and describes in a general manner the buildings, facilities and improvements to be constructed or improved.

**SECTION 2: DESCRIPTION OF TAX INCREMENT INCOME**

Projects financed through tax increment financing typically involve the creation of an “increment” in real estate property tax income. The increment is generated by segregating the assessed values of real property located within a defined geographic area such that a portion of the resulting property taxes flow to the City to fund projects in the redevelopment district, and the remaining portion flows to all remaining taxing jurisdictions. The portion of property taxes flowing to the City is determined by the increase in the assessed value of the properties within the redevelopment district as a result of the new development occurring within the same area. When the current aggregate property tax rates of all taxing jurisdictions are applied to this increase in assessed property value from new development, increment income is generated. Public improvements within the district and other qualified expenditures are funded by the City and repaid over a specified period of time with this increment income. The property taxes attributable to the assessed value existing prior to redevelopment, the “original valuation,” continue to flow to all taxing jurisdictions just as they did prior to redevelopment. This condition continues for the duration of the established district, as defined by statute, or until all eligible project costs are funded, whichever is of shorter duration.

**SECTION 3: DESCRIPTION OF THE DISTRICT BOUNDARIES**

The property within the proposed district is generally located North of Kellogg Street and east of Maize Road; it includes approximately 86.5 acres, in Wichita, Sedgwick County, Kansas; and including all street rights of way within such described areas. The legal description of the proposed district is attached hereto and incorporated herein as Attachment 1.

**SECTION 4: BUILDINGS AND FACILITIES**

The proposed redevelopment district is an area that meets the criteria for designation as a “blighted area” as defined by state law governing the establishment and financing of redevelopment districts. Property within a blighted area is legally eligible for establishment of a redevelopment district.

Under the state statutes (K.S.A. 12-1770, et. seq.) an “eligible area” for tax increment financing may include any area defined as a blighted area. The statutory definition of “blighted area” includes any area in which a majority of the property lies within the 100-year floodplain (KSA 12-1770(c) (3)). It has been determined that the majority of the proposed Project Area property lies within the 100-year floodplain following an engineer’s review of the flood plain map.

## **SECTION 5: REDEVELOPMENT AND PROJECT AREAS**

It is anticipated that property within district will be redeveloped in multiple phases and each phase will be designated as a separate “project area” under a separate project plan, which must be adopted by the City Council by a 2/3 majority vote for each phase before the expenditure of any tax increment financing funds. The Phasing of the project areas is notionally depicted in Attachment 2 attached hereto. The plans for redevelopment of the district generally call for development of all 86.5 acres into a mixed use development anchored by the Bowllagio, a family entertainment center with bowling as the primary attraction, coupled with a restaurant and bar operation and state-of-the-art gaming attractions. In addition to the Bowllagio, the development is anticipated to include hotels, restaurants and retail shops.

In addition to above stated development plan for redevelopment of the area, , the City will stipulate uses of tax increment financing in the project plans for each phase that an amount equal to sixty-five percent (65%) of the tax increment realized from taxpayers in the district shall be allocated by the County Treasurer to the City to finance authorized project costs and the remainder shall be allocated and paid to taxing districts in the same manner as other ad valorem taxes. Tax increment financing will be used solely to finance costs directly associated with drainage-related public improvements located within the Redevelopment District.

## **SECTION 6: CONCLUSION**

After the establishment of the redevelopment district, any redevelopment projects to be funded with tax increment financing will be presented to the Governing Body for approval through the adoption of a Redevelopment Project Plan. The Project Plan will identify the specific project area located within the established tax increment financing district and will include detailed descriptions of the projects as well as a financial feasibility study showing that the economic benefits out-weigh the costs. The Project Plan must be reviewed by the Metropolitan Planning Commission and submitted to a public hearing following further notification of property owners and occupants, before it can be adopted by a two-thirds majority vote of the Governing Body. Only then can tax increment income be spent on the redevelopment projects.

Tax increment financing does not impose any additional taxes on property located within the redevelopment district. All property within the district is appraised and taxed the same as any other property. However, if property within the district increases in value as a result of redevelopment, the resulting increment of additional tax revenue is diverted to pay for a portion of the redevelopment costs.

## ATTACHMENT 1

### LEGAL DESCRIPTION

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# MASTER SITE PLAN

## PROJECT DATA

PHASE	SUB-PHASE	ACRES	SITE SF	BUILDING SF
WONLEAUGO	SWIM LAGOON	4.93 A	197,300 SF	914
	HOTEL	1.39 A	87,112 SF	172
	COMMERCIAL GARAGE	3.07 A	118,000 SF	CCOMM 432
SUBTOTAL		9.39 A	402,412 SF	3172
	RESTAURANT 1	0.00 A	18,750 SF	18
	RESTAURANT 2	1.18 A	61,842 SF	5
SUBTOTAL		1.18 A	80,592 SF	23
	RESTAURANT 3	0.03 A	27,842 SF	3
	RESTAURANT 4	1.01 A	45,550 SF	8
SUBTOTAL		2.22 A	134,134 SF	24
	COMMERCIAL	1.08 A	82,238 SF	204
	COMMERCIAL GARAGE	3.26 A	88,447 SF	CCOMM 352
SUBTOTAL		5.36 A	252,723 SF	432
	OFFICE 1	1.78 A	214,844 SF	6188
	OFFICE 2	1.78 A	214,844 SF	6188
SUBTOTAL		3.56 A	429,688 SF	12376
	RESTAURANT 5	1.00 A	18,750 SF	5
	RESTAURANT 6	0.07 A	24,433 SF	3
SUBTOTAL		2.07 A	43,183 SF	8
	COMMERCIAL GARAGE	2.49 A	115,000 SF	CCOMM 252
SUBTOTAL		5.56 A	348,540 SF	1832
		23.06 A	1,094,503 SF	8653

ENTERTAINMENT

RESTAURANT

RETAIL

COMMERCIAL

OFFICE

HOSPITALITY

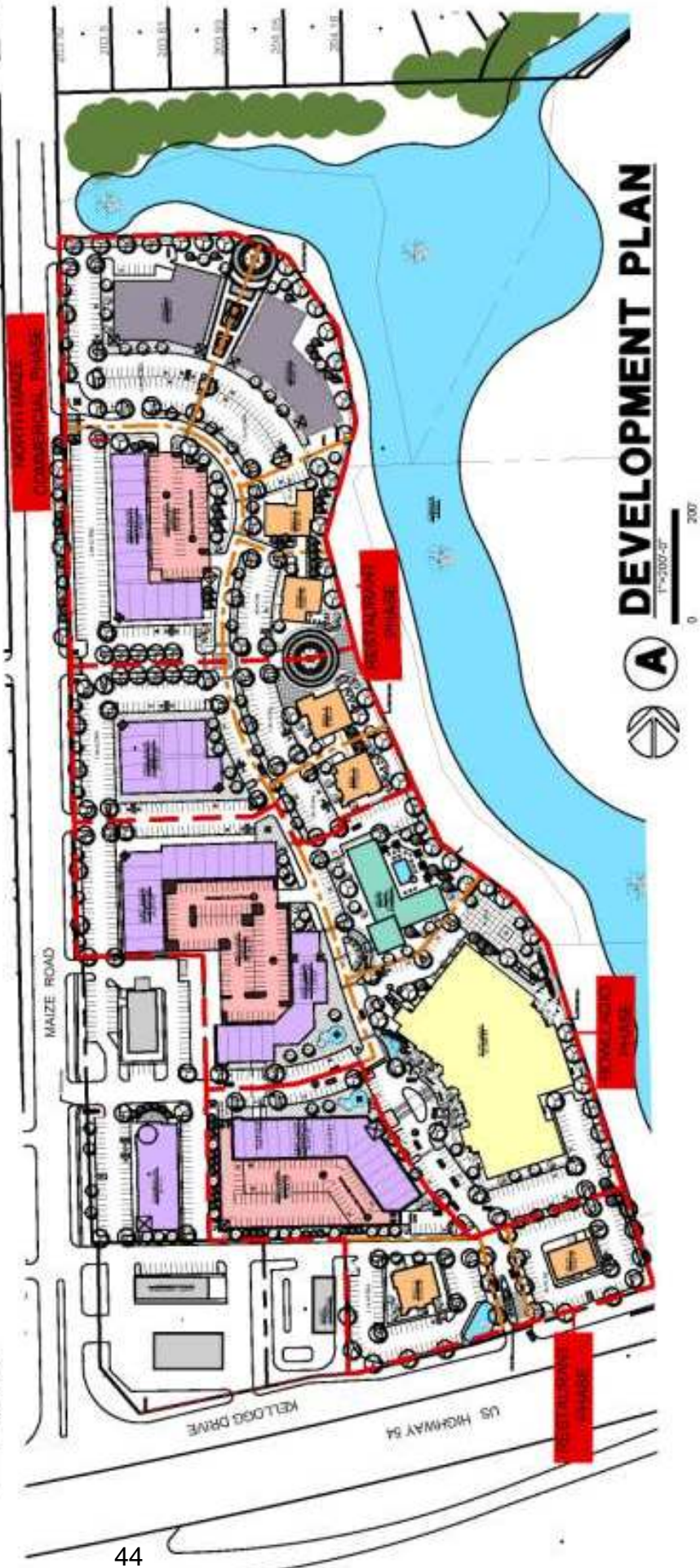
PARKING

ENTRANCE

COMMERCIAL

PHASE BOUNDARY

SUB-PHASE BOUNDARY

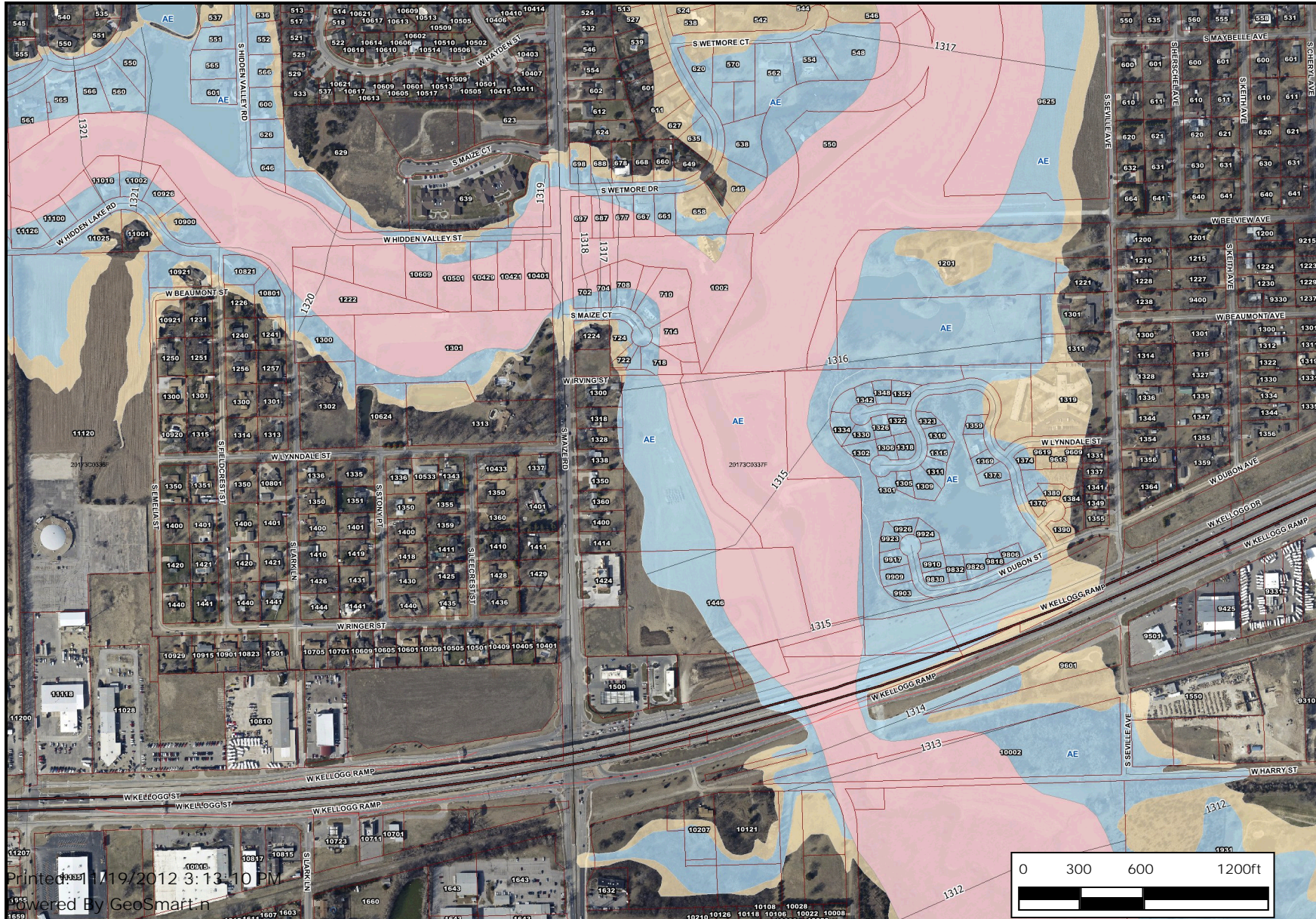






# Maize 54

## Floodplain Map



**Label Address**

**Property Parcels**

**Roads**

**State Highway**

**US Federal Highway**

**Interstate**

**KTA**

**Arterial**

**Collector**

**Minor**

**Ramp**

**Base Flood Elevations**

**Flood Way**

**Flood Zones**

**0.2 PCT ANNUAL CHANCE FLOOD HAZARD**

**X PROTECTED BY LEVEE**

**AH;AE;A;AO**

**FIRM PANELS**

**SDERASTER.S-DEDATA.ORTH-O1FT**

**SDERASTER.S-DEDATA.ORTH-O**

**City Limits**

**Andale**

**Bel Aire**

**Bentley**

**Cheney**

**Clearwater**

**Colwich**

**Derby**

**East borough**

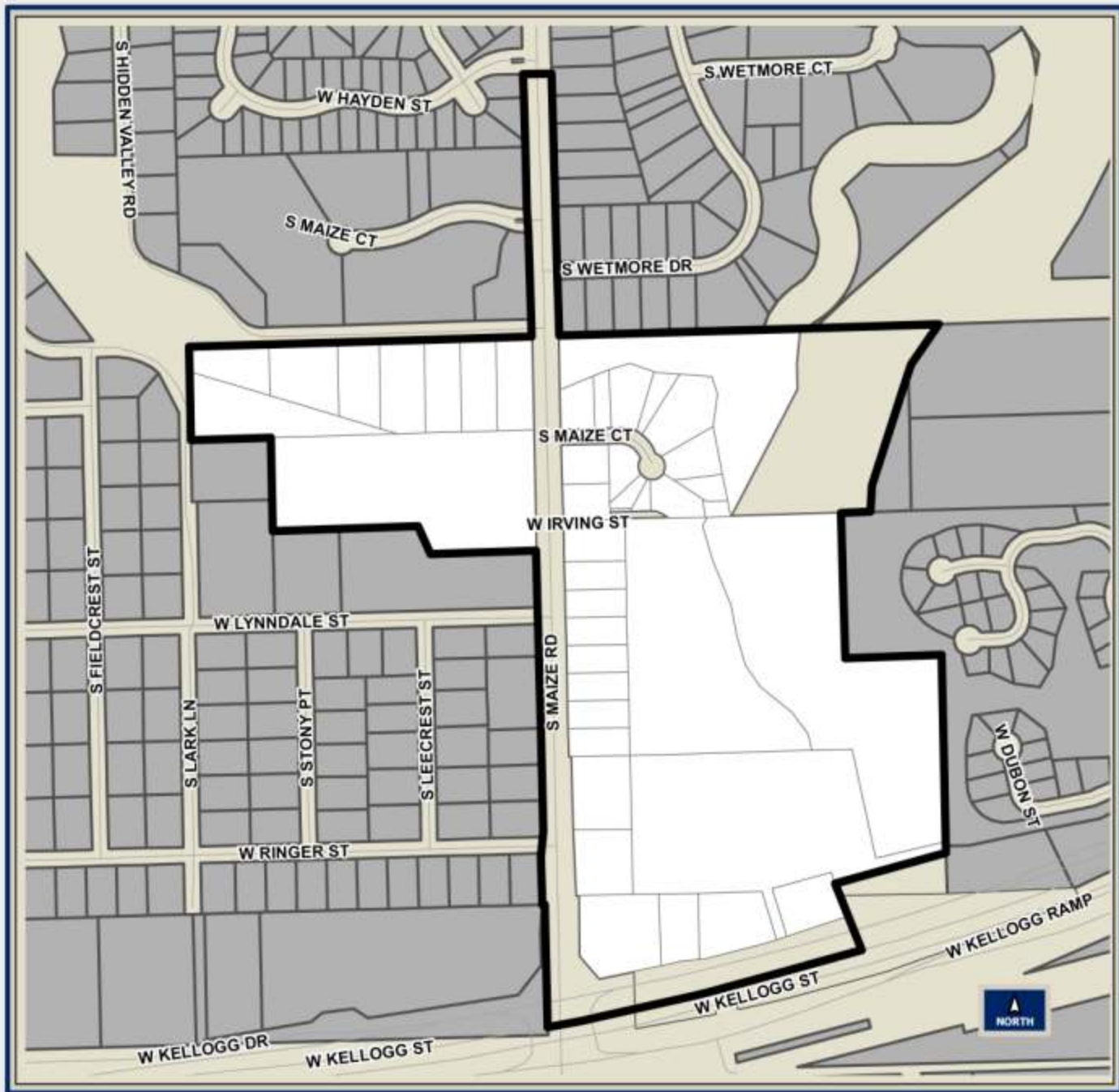
**Garden Plain**



Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.










## Proposed Maize 54 Redevelopment District

City of Wichita, Kansas

-  Proposed Maize 54 Redevelopment District
-  Property Parcels outside Maize 54 Redevelopment District
-  Property Parcels inside Maize 54 Redevelopment District

Software: ArcGIS 9.3.1  
Hardware: Dell Xeon  
Printer: HP 5000 Plotter

Map Data Source:  
Property Parcels  
provided by  
Sedgewick County GIS

Road Centerlines  
provided by  
City of Wichita

Tuesday, August 7, 2012 3:17:32 PM  
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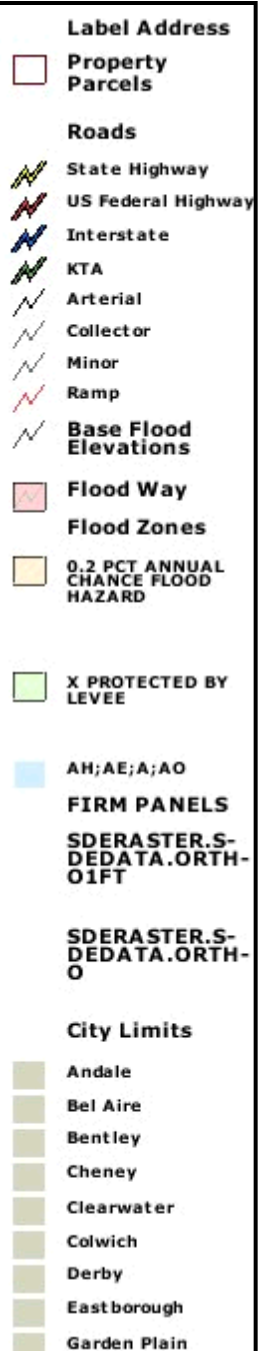
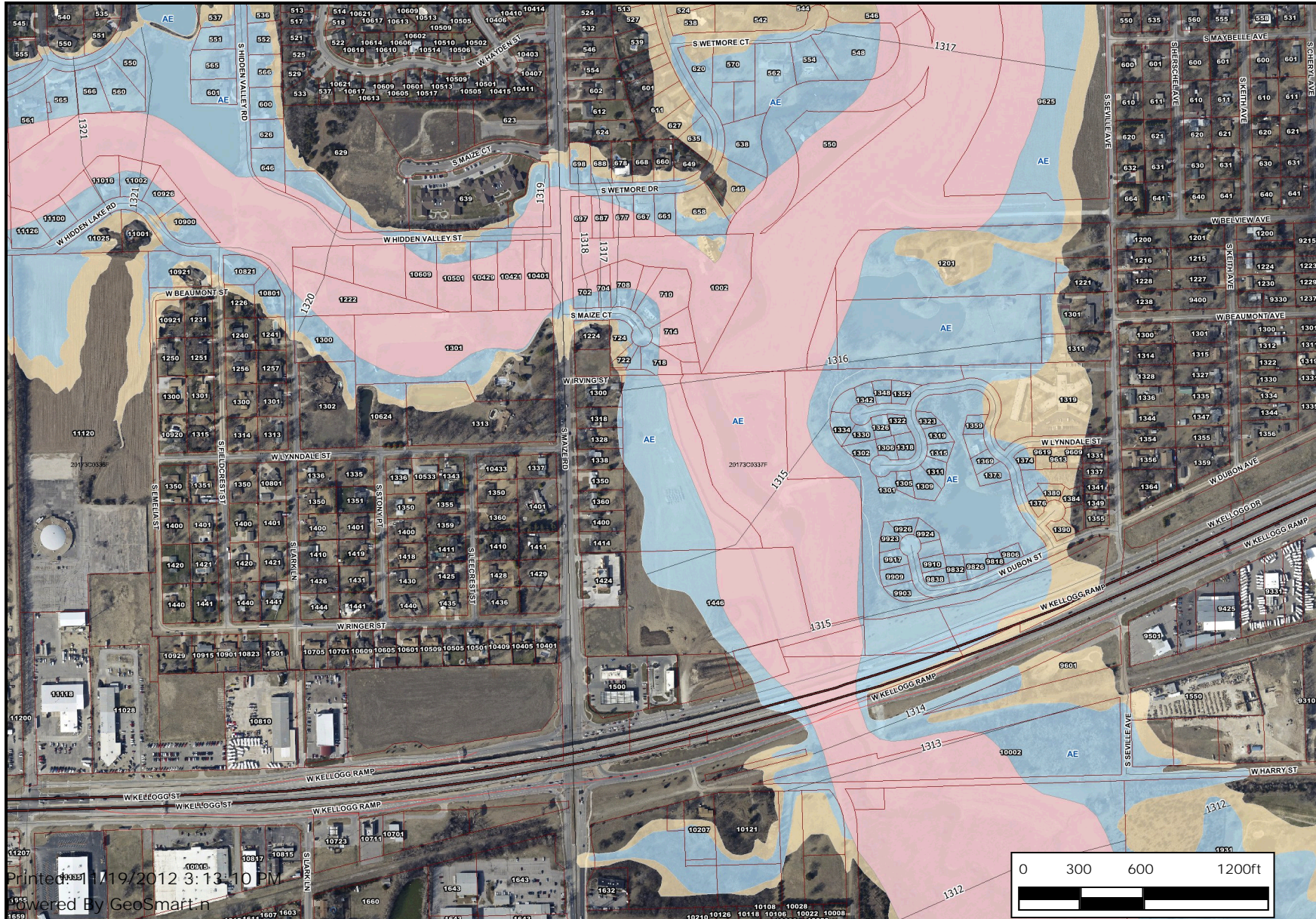






# Maize 54

## Floodplain Map



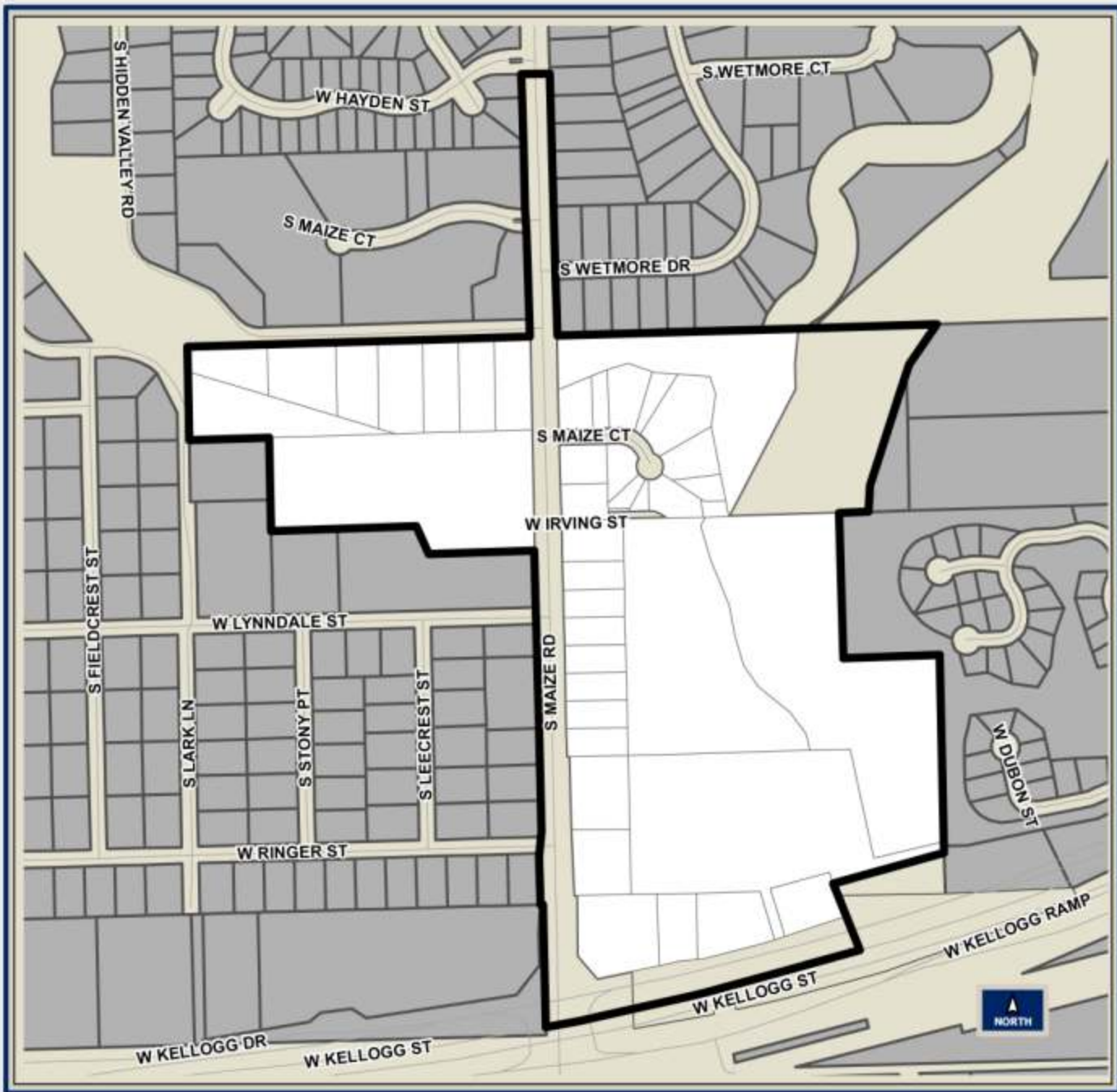
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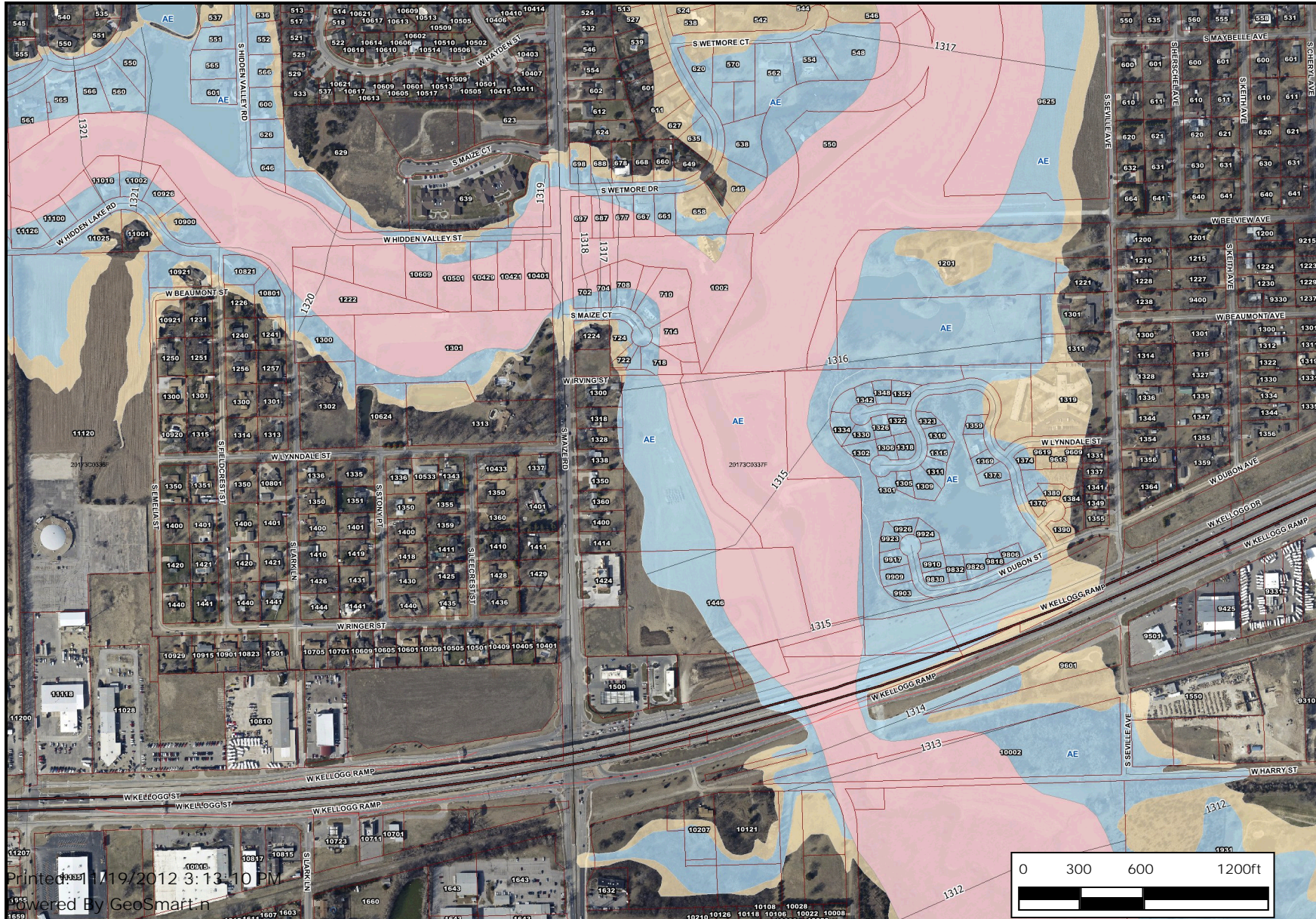






# Maize 54

## Floodplain Map



- Label Address**
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  - US Federal Highway
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  - Arterial
  - Collector
  - Minor
  - Ramp
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  - Garden Plain

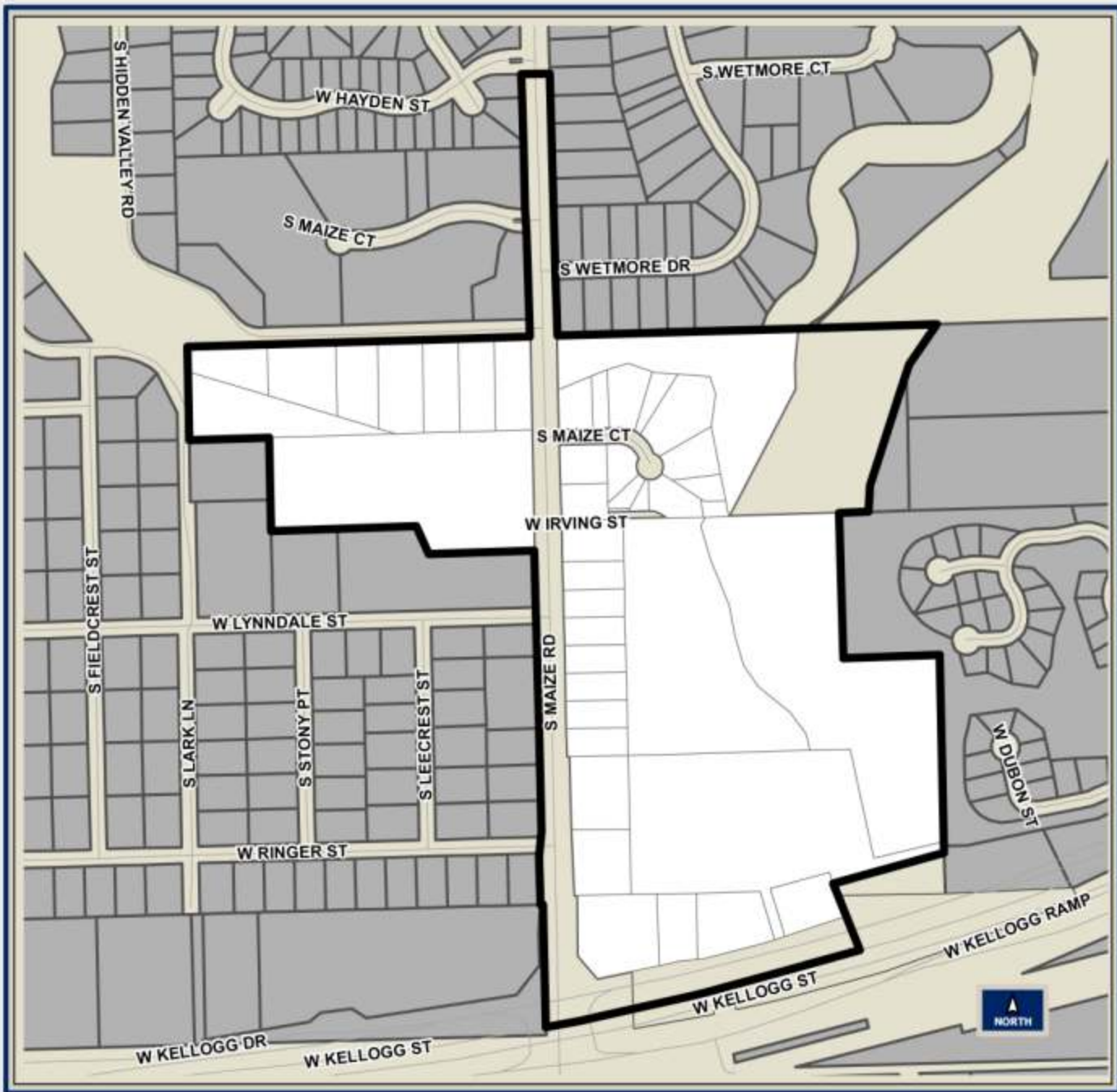
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**City of Wichita  
City Council Meeting  
November 20, 2012**

**TO:** Mayor and City Council

**SUBJECT:** Creation of Chapter 18.14 of the Code of the City of Wichita, relating to parking lot striping standards and enforcement (All Districts)

**INITIATED BY:** Law

**AGENDA:** New Business

---

**Recommendation:** Approve the ordinance.

**Background:** In November, 2005, the City of Wichita entered into a settlement agreement to resolve alleged Americans with Disabilities Act (ADA) violations at specific City facilities. In that settlement agreement, the City voluntarily embarked upon a large-scale review and modification of all City facilities and programs to ensure ADA compliance. One of the provisions in the settlement agreement required the City to promote private adherence to state laws and city ordinances requiring accessible parking in parking lots open to the public.

To develop the parking lot striping ordinance, input was sought from the major stakeholders, including the Wichita / Sedgwick County Access Advisory Board (WSCAAB), the Wichita Chamber of Commerce, the Wichita Area Builders Association, and entities performing striping. With the help of the Wichita Chamber of Commerce, the proposed ordinance was redrafted to focus on the licensing aspect of parking lot striping.

**Analysis:** The proposed ordinance establishes a licensing and enforcement system applicable to persons and businesses catering to the public when they modify the construction or layout of parking spaces they make available to the public. The design standards already found in existing ordinances would apply only to new construction or to changes made to existing facilities; repairing of potholes and similar maintenance would not trigger enforcement action. This ordinance does not increase the requirements or scope of existing ordinances or Federal law, other than the existing requirement requiring the “universal” accessible parking stall.

The proposed ordinance does not set up permit or inspection processes; it would be complaint-driven enforcement through the ADA Coordinator. If the ordinance design standards are violated, the persons responsible could choose to remedy the non-compliance and have a confirmation inspection or to be prosecuted in municipal court.

The proposed ordinance would license the performance of parking lot striping for those engaged in that business, require the successful completion of an examination on the proper ADA standards for parking configuration, and require the posting of a bond. Law Department staff has prepared an illustrated, self-study manual for remedial learning as needed and multiple forms of the test to be administered. Tests would be administered by the City Engineer’s Office, which already hosts other testing.

**Financial Considerations:** The financial effect of this ordinance would be negligible. The intended purpose is to obtain compliance and appropriate construction. Remediation and education would be favored over prosecution. This enforcement scheme is preferable to the alternative of licensing and civil enforcement by the Board of Code Standards.

**Legal Considerations:** The Law Department and the City’s ADA Coordinator have proposed this code revision and the City Engineer’s office has reviewed and approved the same. The proposed new chapter would work in conjunction with existing enforcement programs. The proposal has the support of the Wichita-Sedgwick County Access Advisory Board. It complies with the requirements of the 2005 Settlement Agreement.

**Recommendations/Actions:** It is recommended that the City Council approve creation of new chapter 18.14 of the City Code and place the ordinance on first reading.

**Attachment:** Proposed ordinance.



AN ORDINANCE AMENDING CHAPTER 18.14 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO PARKING LOT STRIPING STANDARDS AND ENFORCEMENT

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

**SECTION 1.** Section 18.14.010 of the Code of the City of Wichita, is hereby amended to read as follows:

**18.14.010. Parking lot striping defined.**

Parking lot striping, within the meaning of this chapter, is the use of any material on the lot surface to install, alter, repair, or modify the layout and arrangement of parking stalls within a parking lot. Parking lot striping also includes any work done if such work alters signage or other aspect of existing accessible parking to be in violation of statute, ordinance, or code requirement. The regulations of this Chapter apply to any parking lot, whether on public or private property, if the parking lot is available for use by, or rent to, the general public.

**SECTION 2.** Section 18.14.020 of the Code of the City of Wichita, Kansas, is amended to read as follows:

**18.14.020. Responsibilities.**

- (a) Nothing in this section shall be interpreted to require modification of any existing parking lot beyond parking lot striping as defined in this chapter.
- (b) Because no building permit is required, nothing in this section shall be interpreted to require improvements to the accessible path of travel or the parking surface.
- (c) For any new construction, reconstruction, resurfacing, resealing, mill-and-overlay, or restriping of any existing parking lot, accessible parking spaces shall be 132 inches wide minimum and shall have an adjacent access aisle 60 inches wide minimum; provided, however, that where such striping is not readily achievable as defined in 28 CFR § 36.104, the ADA Coordinator may grant a waiver in writing to allow the striping to provide for an accessible parking space 96 inches wide minimum with an adjacent access aisle 96 inches wide minimum or other equivalent facilitation.

- (d) Accessible parking spaces that complied with the 1991 ADAAG Standards and Sec. 18.14.020 effective July 1, 2008, are not required to be restriped in order to comply with Sec. 18.14.020(a), unless parking lot striping is performed on the lot.
- (e) All accessible parking signage shall consist of, at a minimum, signage compliant with the Federal “Manual on Uniform Traffic Control Devices,” such as the R7-8 “Reserved Parking” sign. Such sign shall be at least 12 inches wide and 18 inches tall. Such sign shall contain the international symbol of accessibility in blue on white and shall contain wording as to designate the stall as reserved for accessible parking.
- (f) Accessible parking spaces shall be located on the shortest possible accessible route of travel from adjacent parking to an accessible building entrance. In parking facilities that do not serve a particular building, accessible parking spaces shall be located on the shortest accessible route to an accessible pedestrian entrance to the parking facility. Where buildings have multiple accessible entrances with adjacent parking, accessible parking spaces shall be dispersed and located near all accessible entrances. In no case shall the provisions of Section 208 of the Department of Justice’s current ADA Standards for Accessible Design, 28 CFR 35.151, be reduced or eliminated.
- (g) Nothing in this section shall be interpreted to permit striping of accessible parking spaces less stringent than that provided for in current ADA Standards for Accessible Design and 28 CFR Parts 35 and 36 or to reduce any obligation of the owner, renter, general contractor, subcontractor, or any other agent under any other applicable law, rule, or ordinance.

**SECTION 3.** Section 18.14.030 of the Code of the City of Wichita, is hereby amended to read as follows:

**18.14.030. Striping contractor’s license—when required.**

Any person or entity, whether as principal, agent, or employee, engaged in the business of striping a parking lot in the City of Wichita shall be required to obtain a striping contractor’s license from the City Engineer’s Office. When striping is performed by or under the direct supervision of a property owner or renter, or such owner’s or renter’s agent, such individual shall be deemed to be a licensed striping contractor for the purposes of striping such property.

This section shall apply after July 1, 2013.

**SECTION 4.** Section 18.14.040 of the Code of the City of Wichita, is hereby amended to read as follows:

**18.14.040. Qualifications of applicant to be shown—bond required.**

- (a) Before any striping contractor's license is issued, the applicant therefore shall have filed with the City Engineer's Office a surety bond in the amount of five thousand dollars which shall be approved as to form by the City Attorney. The condition of such bond shall be that the principal therein shall comply with all ordinances of the City relating to and regulating the striping of parking lots, and hold and save the City harmless from any and all damage to persons or property resulting from or growing out of any action or inaction by the principal therein.
- (b) Prior to application, the person applying for the license shall pass a comprehensive exam covering ADA standards for accessible parking developed by the City Engineer's Office and the ADA Coordinator.
- (c) No striping contractor's license or renewal thereof shall be granted to:
  - 1. Any person who is not a citizen of the United States or in possession of a valid United States Permanent Residence Card, or an entity, if it does not have such a qualified person as a member or controlling shareholder;
  - 2. Any person who has his license revoked for cause under the provisions of the City's Building Code or Wichita-Sedgwick County Unified Zoning Code;
  - 3. Any person who is not at least eighteen years of age;
  - 4. Any person, who at the time of application for renewal of any license issued hereunder, would not be eligible for such license upon a first application;
  - 5. Any person or entity who is unable to provide documentation that the applicant has satisfactorily completed the licensing exam for ADA Standards for accessible parking;
  - 6. Any person who has failed to comply with a remediation agreement under section 18.14.090.
- (d) No bond shall be required if the striping is performed by or under the direct supervision of the property owner or renter or such property's owner's or renter's agent.

**SECTION 5.** Section 18.14.050 of the Code of the City of Wichita, is hereby created to read as follows:

**18.14.050. Application; fee.**

(a) All persons shall make application for a striping contractor's license with the City Engineer's Office. The application for such license will be made on forms provided by the City Engineer's Office and shall be in writing and contain, at a minimum, the following information:

1. The full name and place of residence of the applicant. If the applicant is a sole proprietor, partnership, or limited liability company, the application shall give the full name, including all previous names and aliases, and the places of residence of the applicant, including each partner or member. If the applicant be a corporation, the application shall give the name and addresses of each stockholder possessing twenty percent or more of the stock of the corporation shall be stated thereon;
2. The name and address under which the applicant intends to conduct his/her business;
3. Proof the applicant has filed a bond with the City Engineer's Office as required in 18.14.040(a);
4. A copy of the applicant's workers compensation insurance policy or proof of waiver with statutorily required coverage;
5. Documentation that the applicant, all employees of the applicant or other persons who intend to participate in parking lot striping for the applicant's service have satisfactorily met all the requirements of Section 18.14.040.

(b) A striping contractor's license shall be issued for one year. The fee shall be one hundred dollars, paid at the time of application. No fee shall be required if the striping is performed by or under the direct supervision of the property owner or renter.

(c) The City Engineer's Office shall develop any additional rules and regulations necessary for the issuance or annual renewal of striping contractors' licenses.

**SECTION 6.** Section 18.14.060 of the Code of the City of Wichita, is hereby created to read as follows:

**18.14.060. Suspension and subsequent revocation of license—Notice of hearing.**

- (a) Upon five business days' written notice served by first-class mail or personal delivery to the person holding a striping contractor's license, or to the striping contractor's agent at the site of the striping, the City Engineer or the City Engineer's designee shall have the authority to suspend such license for a period not to exceed ninety days, for any violation of the provisions of this chapter
- (b) The City Engineer may suspend a license on the following conditions:
  - 1. A willful, deliberate, or continual disregard and violation of any provision of the Wichita City Code, the Wichita-Sedgwick County Zoning Code, or failure to comply with any lawful order of the ADA Coordinator or the City Engineer;
  - 2. Misrepresentations of a material fact submitted to the City of Wichita during the application process in obtaining a license;
  - 3. Failure to pay the annual license fee;
  - 4. Failure to maintain the eligibility requirements for a license;
  - 5. Failure to maintain a current valid mailing address with the City Engineer's Office.
- (c) Unless remedied within thirty days, a suspended license shall be revoked. The City Engineer shall give separate notice of such revocation. No new license shall be issued to such licensee, or to any person acting for or on his or her behalf, for a period of at least three years after revocation.
- (d) The licensee may appeal such an order of suspension or revocation in writing to the City Council within thirty days from the date of such order. An appeal taken from an order of suspension or revocation shall not suspend the order of revocation or suspension during the pendency of such appeal. Any appeal from a decision of the City Council shall be heard pursuant to K.S.A. 60-2101(d).
- (e) No striping work shall be performed by any licensed striping contractor who has received notice of suspension or revocation.

**SECTION 7.** Section 18.14.070 of the Code of the City of Wichita, is hereby created to read as follows:

**18.14.070. Requirements to stripe; striping without a license.**

- (a) The property owner, renter, general contractor, subcontractor, and any other agent striping a parking lot or causing such striping to be performed shall require any parking lot striping work to be performed by a striping contractor licensed under this chapter.
- (b) When striping begins, the striping contractor shall post a conspicuous notice at the location to be striped, to remain conspicuous for no less than seven days after striping is completed. The notice shall be in a form prescribed by the ADA Coordinator and shall contain, at a minimum, the striping contractor's name and license number or, if the striping contractor is the property owner or renter, the notice shall contain that entity's contact information.
- (c) It is unlawful for any person to perform parking lot striping in the City without being a licensed striping contractor or to fail to place a conspicuous notice under 18.14.070(b).

**SECTION 8.** Section 18.14.080 of the Code of the City of Wichita, Kansas, is hereby created to read as follows:

**18.14.080. Enforcement.**

Any person may file a complaint alleging new parking lot striping does not conform to either the provisions of Section 18.14.020 or the current ADA Standards for Accessible Design with the City's ADA Coordinator; such complaint need not be in writing. The City's ADA Coordinator shall then investigate, and if probable cause exists to support the complaint, issue a citation and notice to appear pursuant to Section 18.14.100 or enter into a remediation agreement pursuant to Section 18.14.090.

**SECTION 9.** Section 18.14.090 of the Code of the City of Wichita, Kansas, is hereby created to read as follows:

**18.14.090. Remediation.**

- (a) The City's ADA Coordinator may enter into a remediation agreement with the person or entity responsible for performing or causing to be performed non-compliant striping. Such agreement will require the curing of any parking lot striping defects and make arrangements for an inspection to assure compliance, all at such responsible party's expense. Such agreement may further require the responsible party to complete an educational program administered by the ADA Coordinator or the Coordinator's agent.
- (b) It is unlawful to fail to follow such remediation agreement.
- (c) Prosecution for failure to follow a remediation agreement shall be prosecuted without regard to any remediation action previously taken.

**SECTION 10.** Section 18.14.100 of the Code of the City of Wichita, Kansas, is hereby created to read as follows:

**18.14.100. Service of notice of notice to appear.**

The City's ADA Coordinator shall, at all times, be empowered to enforce the provisions of this chapter and other accessible parking ordinances. Such authority shall include the enforcement authority to issue citations for violations this chapter and for violations of Section 11.52.020(25). Citations and notices to appear issued under this section shall:

- a) Particularize the violation alleged to exist or to have been committed or state a remediation agreement has been breached;
- b) Be addressed to and served upon the striping contractor or, when striping has not been performed by a striping contractor, the property owner, or renter. A striping contractor may be served at the address provided on the most recent contractor license application on file with the City of Wichita. The property owner may be served at the property owner's mailing address on record with the Sedgwick County. A renter may be served at the address served by the lot striped.

**SECTION 11.** Section 18.14.110 of the Code of the City of Wichita, is hereby created to read as follows:

**18.14.110. Penalty.**

Any person violating any of the provisions of this chapter shall, upon conviction, be punished by a fine of not more than one thousand dollars or by imprisonment for not more than thirty days or by both such fine and imprisonment.

PASSED by the governing body of the City of Wichita, Kansas this 4th day of December, 2012.

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Carl Brewer, Mayor

ATTEST:

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Karen Sublett, City Clerk

Approved as to Form:

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Gary E. Rebenstorf  
Director of Law



ORDINANCE NO. 49-\_\_\_\_\_

AN ORDINANCE AMENDING CHAPTER 18.14 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO PARKING LOT STRIPING STANDARDS AND ENFORCEMENT

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

**SECTION 1.** Section 18.14.010 of the Code of the City of Wichita, is hereby amended to read as follows:

**Parking lot striping defined.**

Parking lot striping, within the meaning of this chapter, is the use of any material on the lot surface to install, alter, repair, or modify the layout and arrangement of parking stalls within a parking lot. Parking lot striping also includes any work done ~~that~~ if such work alters signage or other aspect of existing accessible parking to be in violation of statute, ordinance, or code requirement. The regulations of this Chapter apply to any parking lot, whether on public or private property, if the parking lot is available for use by, or rent to, the general public.

**SECTION 2.** Section 18.14.020 of the Code of the City of Wichita, Kansas, is amended to read as follows:

**Responsibilities.**

~~The general contractor for property under permitted new construction, and the owner of all other property, including existing structures, shall be responsible for all parking lot striping work done on the property, whether or not such work is done directly by him or by a subcontractor or agent, and shall be responsible for any violations of this code created by such work. All parking lot striping work done on or after July 1, 2008 that simply refurbishes existing work, without any modification of existing parking surface or parking space format, which format was in compliance with Americans with Disabilities Act Accessibility Guidelines~~

~~(ADAAG) standards when originally installed, may be maintained in that configuration. For any new construction, or any existing parking lot that is not in current compliance with ADAAG specifications, the parking lot striping work must be designed and installed in conformance with the "Universal Parking Design" standards of Appendix Section A4.6.3 of the Americans with Disabilities Act Accessibility Guidelines, as amended, and any additional requirements created in City Code.~~

- (a) Nothing in this section shall be interpreted to require modification of any existing parking lot beyond parking lot striping as defined in this chapter.
- (b) Because no building permit is required, nothing in this section shall be interpreted to require improvements to the accessible path of travel or the parking surface.
- (c) For any new construction, reconstruction, resurfacing, resealing, mill-and-overlay, or restriping of any existing parking lot, accessible parking spaces shall be 132 inches wide minimum and shall have an adjacent access aisle 60 inches wide minimum; provided, however, that where such striping is not readily achievable as defined in 28 CFR § 36.104, the ADA Coordinator may grant a waiver in writing to allow the striping to provide for an accessible parking space 96 inches wide minimum with an adjacent access aisle 96 inches wide minimum or other equivalent facilitation.
- (d) Accessible parking spaces that complied with the 1991 ADAAG Standards and Sec. 18.14.020 effective July 1, 2008, are not required to be restriped in order to comply with Sec. 18.14.020(a), unless parking lot striping is performed on the lot.
- (e) All accessible parking signage shall consist of, at a minimum, signage compliant with the Federal "Manual on Uniform Traffic Control Devices," such as the R7-8 "Reserved Parking"

sign. Such sign shall be at least 12 inches wide and 18 inches tall. Such sign shall contain the international symbol of accessibility in blue on white and shall contain wording as to designate the stall as reserved for accessible parking.

(f) Accessible parking spaces shall be located on the shortest possible accessible route of travel from adjacent parking to an accessible building entrance. In parking facilities that do not serve a particular building, accessible parking spaces shall be located on the shortest accessible route to an accessible pedestrian entrance to the parking facility. Where buildings have multiple accessible entrances with adjacent parking, accessible parking spaces shall be dispersed and located near all accessible entrances. In no case shall the provisions of Section 208 of the Department of Justice's current ADA Standards for Accessible Design, 28 CFR 35.151, be reduced or eliminated.

(g) Nothing in this section shall be interpreted to permit striping of accessible parking spaces less stringent than that provided for in current ADA Standards for Accessible Design and 28 CFR Parts 35 and 36 or to reduce any obligation of the owner, renter, general contractor, subcontractor, or any other agent under any other applicable law, rule, or ordinance.

**SECTION 3.** Section 18.14.030 of the Code of the City of Wichita, is hereby amended to read as follows:

~~Sec. 18.14.030. Remediation and civil enforcement.~~

~~Any responsible person may file a complaint of new work not conforming to ADAAG standards or the provisions of Section 18.05.825 as appropriate, with the City's ADA Coordinator. The ADA Coordinator shall investigate the complaint, and may present the complaint against any responsible party investigated to the Superintendent of Central Inspection. Upon receipt of a complaint from the ADA Coordinator, the Superintendent of Central~~

~~Inspection shall issue the responsible person a notice to appear pursuant to Section 18.14.040. Alternatively, the ADA Coordinator may, in his or her discretion, enter into a remediation agreement with the responsible person that will cure the defects noted at the expense of the responsible party, make arrangements for an inspection to assure compliance at the expense of the responsible party, and will further require the responsible party to complete an educational program, all as administered by the ADA Coordinator or his or her agent. Should the responsible party fail to adhere to the remediation agreement, the violation may be turned over for notice of violation under Section 18.14.040 and prosecution under Section 18.32.010, without regard to any remediation action previously taken.~~

**Striping contractor's license—when required.**

Any person or entity, whether as principal, agent, or employee, engaged in the business of striping a parking lot in the City of Wichita shall be required to obtain a striping contractor's license from the City Engineer's Office. When striping is performed by or under the direct supervision of a property owner or renter, or such owner's or renter's agent, such individual shall be deemed to be a licensed striping contractor for the purposes of striping such property.

This section shall apply after July 1, 2013.

**SECTION 4.** Section 18.14.040 of the Code of the City of Wichita, is hereby amended to read as follows:

**~~Sec. 18.14.040. -- Service of notice of violations upon persons responsible therefore; when notice to become an order.~~**

~~Whenever the Superintendent of Central Inspection determines that there has been a violation of any provision of this Chapter, he or she shall give notice to appear before the~~

~~municipal court to the person or persons responsible therefore as hereinafter provided. Such notice shall:~~

~~(a) Be in writing;~~

~~(b) Particularize the violations alleged to exist or to have been committed;~~

~~(c) Provide a reasonable time for the correction of the violation particularized;~~

~~(d) Be addressed to and served upon the owner, the operator, the occupant of the building or the responsible general contractor, or to any or all such persons having responsibility for the property; provided that such notice shall be deemed to be properly served on a person designated if a copy thereof is served upon him personally or if a copy thereof is sent by certified mail to his last known address. A general contractor may be served at the address provided on the most recent license application. Such a violation notice shall be prosecuted as a misdemeanor pursuant to Section 18.32.010~~

**Qualifications of applicant to be shown—bond required.**

(a) Before any striping contractor's license is issued, the applicant therefore shall have filed with the City Engineer's Office a surety bond in the amount of five thousand dollars which shall be approved as to form by the City Attorney. The condition of such bond shall be that the principal therein shall comply with all ordinances of the City relating to and regulating the striping of parking lots, and hold and save the City harmless from any and all damage to persons or property resulting from or growing out of any action or inaction by the principal therein.

(b) Prior to application, the person applying for the license shall pass a comprehensive exam covering ADA standards for accessible parking developed by the City Engineer's Office and the ADA Coordinator.

(c) No striping contractor's license or renewal thereof shall be granted to:

1. Any person who is not a citizen of the United States or in possession of a valid United States Permanent Residence Card, or an entity, if it does not have such a qualified person as a member or controlling shareholder;
2. Any person who has his license revoked for cause under the provisions of the City's Building Code or Wichita-Sedgwick County Unified Zoning Code;
3. Any person who is not at least eighteen years of age;
4. Any person, who at the time of application for renewal of any license issued hereunder, would not be eligible for such license upon a first application;
5. Any person or entity who is unable to provide documentation that the applicant has satisfactorily completed the licensing exam for ADA Standards for accessible parking;
6. Any person who has failed to comply with a remediation agreement under section 18.14.090.

(d) No bond shall be required if the striping is performed by or under the direct supervision of the property owner or renter or such property's owner's or renter's agent.

**SECTION 5.** Section 18.14.050 of the Code of the City of Wichita, is hereby created to read as follows:

**Application; fee.**

- (a) All persons shall make application for a striping contractor's license with the City Engineer's Office. The application for such license will be made on forms provided by the City Engineer's Office and shall be in writing and contain, at a minimum, the following information:

1. The full name and place of residence of the applicant. If the applicant is a sole proprietor, partnership, or limited liability company, the application shall give the full name, including all previous names and aliases, and the places of residence of the applicant, including each partner or member. If the applicant be a corporation, the application shall give the name and addresses of each stockholder possessing twenty percent or more of the stock of the corporation shall be stated thereon;
  2. The name and address under which the applicant intends to conduct his/her business;
  3. Proof the applicant has filed a bond with the City Engineer's Office as required in 18.14.040(a);
  4. A copy of the applicant's workers compensation insurance policy or proof of waiver with statutorily required coverage;
  5. Documentation that the applicant, all employees of the applicant or other persons who intend to participate in parking lot striping for the applicant's service have satisfactorily met all the requirements of Section 18.14.040.
- (b) A striping contractor's license shall be issued for one year. The fee shall be one hundred dollars, paid at the time of application. No fee shall be required if the striping is performed by or under the direct supervision of the property owner or renter.
- (c) The City Engineer's Office shall develop any additional rules and regulations necessary for the issuance or annual renewal of striping contractors' licenses.

**SECTION 6.** Section 18.14.060 of the Code of the City of Wichita, is hereby created to read as follows:

**Suspension and subsequent revocation of license—Notice of hearing.**

- (a) Upon five business days' written notice served by first-class mail or personal delivery to the person holding a striping contractor's license, or to the striping contractor's agent at the site of the striping, the City Engineer or the City Engineer's designee shall have the authority to suspend such license for a period not to exceed ninety days, for any violation of the provisions of this chapter
- (b) The City Engineer may suspend a license on the following conditions:
  - 1. A willful, deliberate, or continual disregard and violation of any provision of the Wichita City Code, the Wichita-Sedgwick County Zoning Code, or failure to comply with any lawful order of the ADA Coordinator or the City Engineer;
  - 2. Misrepresentations of a material fact submitted to the City of Wichita during the application process in obtaining a license;
  - 3. Failure to pay the annual license fee;
  - 4. Failure to maintain the eligibility requirements for a license;
  - 5. Failure to maintain a current valid mailing address with the City Engineer's Office.
- (c) Unless remedied within thirty days, a suspended license shall be revoked. The City Engineer shall give separate notice of such revocation. No new license shall be issued to such licensee, or to any person acting for or on his or her behalf, for a period of at least three years after revocation.



- (d) The licensee may appeal such an order of suspension or revocation in writing to the City Council within thirty days from the date of such order. An appeal taken from an order of suspension or revocation shall not suspend the order of revocation or suspension during the pendency of such appeal. Any appeal from a decision of the City Council shall be heard pursuant to K.S.A. 60-2101(d).
- (e) No striping work shall be performed by any licensed striping contractor who has received notice of suspension or revocation.

**SECTION 7.** Section 18.14.070 of the Code of the City of Wichita, is hereby created to read as follows:

**Requirements to stripe; striping without a license.**

- (a) The property owner, renter, general contractor, subcontractor, and any other agent striping a parking lot or causing such striping to be performed shall require any parking lot striping work to be performed by a striping contractor licensed under this chapter.
- (b) When striping begins, the striping contractor shall post a conspicuous notice at the location to be striped, to remain conspicuous for no less than seven days after striping is completed. The notice shall be in a form prescribed by the ADA Coordinator and shall contain, at a minimum, the striping contractor's name and license number or, if the striping contractor is the property owner or renter, the notice shall contain that entity's contact information.
- (c) It is unlawful for any person to perform parking lot striping in the City without being a licensed striping contractor or to fail to place a conspicuous notice under 18.14.070(b).

**SECTION 8.** Section 18.14.080 of the Code of the City of Wichita, Kansas, is hereby created to read as follows:

**Enforcement.**

Any person may file a complaint alleging new parking lot striping does not conform to either the provisions of Section 18.14.020 or the current ADA Standards for Accessible Design with the City's ADA Coordinator; such complaint need not be in writing. The City's ADA Coordinator shall then investigate, and if probable cause exists to support the complaint, issue a citation and notice to appear pursuant to Section 18.14.100 or enter into a remediation agreement pursuant to Section 18.14.090.

**SECTION 9.** Section 18.14.090 of the Code of the City of Wichita, Kansas, is hereby created to read as follows:

**Remediation.**

- (a) The City's ADA Coordinator may enter into a remediation agreement with the person or entity responsible for performing or causing to be performed non-compliant striping. Such agreement will require the curing of any parking lot striping defects and make arrangements for an inspection to assure compliance, all at such responsible party's expense. Such agreement may further require the responsible party to complete an educational program administered by the ADA Coordinator or the Coordinator's agent.
- (b) It is unlawful to fail to follow such remediation agreement.
- (c) Prosecution for failure to follow a remediation agreement shall be prosecuted without regard to any remediation action previously taken.

**SECTION 10.** Section 18.14.100 of the Code of the City of Wichita, Kansas, is hereby created to read as follows:

**Service of notice of notice to appear.**

The City's ADA Coordinator shall, at all times, be empowered to enforce the provisions of this chapter and other accessible parking ordinances. Such authority shall include the enforcement authority to issue citations for violations this chapter and for violations of Section 11.52.020(25). Citations and notices to appear issued under this section shall:

- a) Particularize the violation alleged to exist or to have been committed or state a remediation agreement has been breached;
- b) Be addressed to and served upon the striping contractor or, when striping has not been performed by a striping contractor, the property owner, or renter. A striping contractor may be served at the address provided on the most recent contractor license application on file with the City of Wichita. The property owner may be served at the property owner's mailing address on record with the Sedgwick County. A renter may be served at the address served by the lot striped.

**SECTION 11.** Section 18.14.110 of the Code of the City of Wichita, is hereby created to read as follows:

**Penalty.**

Any person violating any of the provisions of this chapter shall, upon conviction, be punished by a fine of not more than one thousand dollars or by imprisonment for not more than thirty days or by both such fine and imprisonment.

City of Wichita  
City Council Meeting  
November 20, 2012

**TO:** Mayor and City Council

**SUBJECT:** Water and Sewer Rate Increases (All Districts)

**INITIATED BY:** Department & Public Works & Utilities

**AGENDA:** New Business

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**Recommendation:** Approve the ordinances establishing water utility rate increases.

**Background:** On February 28, 2012, the City Council was presented with nine scenarios for future water and sewer rates. These scenarios were further scrutinized and refined by the Water Utilities Advisory Committee over the summer. That committee – comprised of a variety of residential, commercial, and wholesale ratepayers – recommended a 10-year rate model that directs staff to improve the bottom line by 3% while freezing growth-related projects for two years.

The City Council reviewed the recommended 10-year rate model during a workshop on August 28, 2012. A total of 14 meetings have been held to generate input from the public and the City Council. A summary of key assumptions, rate impacts, funded projects, and public input is provided below.

**Delay of Growth-Related Projects and 3% Fund Improvement:** Two major assumptions are factored into the recommended rate model. The first is a two-year delay in growth-related capital projects. The Water Utilities Advisory Committee reviewed data on the most recent inventory of buildable lots, which are areas served by existing infrastructure. The City had 2,637 buildable lots at the end of last year, which equates to roughly a 26 month inventory of lots compared to the ten-year development trends.

In addition, the committee recommended that staff develop ways to improve the bottom line by 3% by 2014. This is planned through reducing expenditures and maximizing non-rate related revenue. Staff plans to optimize operations to minimize energy, chemical, and other operating expenses, while two water meter initiatives will lead to increased revenue. These include an ongoing five-year program to automate and replace water meters throughout the system. Also, there is an increased emphasis on rebuilding commercial meters to enhance accuracy. These initiatives should improve the funds by at least 3%.

**Funded Projects and Operations:** New revenue is needed to support critical infrastructure projects that repair water lines and sewer pipes, expand treatment and supply capacity, keep pace with long-term growth, and comply with federal requirements. Only 19% of the new revenue generated over the 10-year planning period would fund inflationary increases to operating costs, while the Aquifer Storage & Recovery project and the forthcoming Biological Nutrient Removal sewer project are also major reasons for the need for increased revenue. Other needs driving the revenue increase are the replacement of aging mains, meter automation and replacement, and 146 other critical infrastructure projects.

**Rate Reduction:** Rates are lower than last year's projections mainly because of two factors: restructuring existing debt and higher than projected water sales in 2011. Previous debt issuances were restructured to take advantage of lower interest rates, which saved \$9.3 million. The hot, dry summer last year also increased irrigation activity, raising revenue by \$9.2 million more than estimates. That extra revenue pays for capital projects to minimize future rate increases.

The City is generating higher than projected water revenue in 2012 due to increased irrigation. Any revenue above projections will be used to fund capital projects and will be programmed into financial models next year to lower future rates.

**Public Input:** City staff presented at 14 different meetings to gain input from the City Council, the Water Utilities Advisory Committee, District Advisory Boards, developers, and neighborhoods. The proposed rates were also discussed with the Wichita Area Builders Association and the Wichita Independent Neighborhood groups. The general consensus was that customers support projects that maintain existing infrastructure and that the City is capable of improving the water and sewer fund performance by 3% by 2014. There is some disagreement about delaying growth projects, as many business and residential customers think it's reasonable, while developers are concerned about how that will affect future growth opportunities.

Overall, the rates were better received this year than they have been since the financial problems surfaced in March 2010. The consensus from the Advisory Committee, the District Advisory Boards, and the other customers who participated is that the rates are necessary to fund important infrastructure services.

**Analysis:** Water revenue would increase by 5.0%, and sewer revenue would rise by 7.0% - this would lead to a combined increase of 5.8% for the utilities. The rates recommended by the Advisory Committee would improve the condition of the water and sewer system, which is currently being underfunded according to American Water Works Association (AWWA) benchmarks.

However, a rate survey conducted by Black & Veatch Engineering shows that Wichita customers pay an average of 26% less than the national average. This is due in large part to treatment costs being 22% lower than average, according to AWWA data.

<b>Combined Monthly Water &amp; Sewer Bills for 2013</b>			
	<b>Current</b>	<b>Proposed</b>	<b>Difference</b>
<b><u>Residential</u></b>			
3,000 Gal.	\$31.48	\$32.67	<b>\$1.19</b>
15,000 Gal.	\$91.17	\$96.49	<b>\$5.32</b>
22,500 Gal.	\$143.26	\$151.00	<b>\$7.74</b>
<b><u>Commercial</u></b>			
100,000 Gal.	\$452.13	\$483.84	<b>\$31.71</b>
<b><u>Industrial</u></b>			
10 Million Gal.	\$42,404	\$45,327	<b>\$2,923</b>

The recommended rates continue to reduce a differential that exists between what residential customers pay compared to businesses and wholesale users. A cost of service study conducted last year found that residential customers paid about \$2 more per month than it costs the City to serve them – that resulted in a subsidy to other customers. These rates continue a five-year plan to gradually phase out that differential, so residential users will have lower increases than businesses or wholesale customers.

**Financial Considerations:** The Water Fund would experience an overall revenue increase \$3,401,063, while a revenue increase of \$3,044,150 would be generated in the Sewer Fund. This vote would only lead to one increase effective on January 1, 2013; future increases would need to be considered at a later date by the Mayor and City Council.

**Legal Considerations:** The ordinances have been approved as to form by the Law Department.

**Recommendations/Actions:** It is recommended that the City Council approve the Water Rate and Sewer Rate Ordinances and place on first reading.

**Attachments:** Water Rate and Sewer Rate Ordinances.

ORDINANCE NO. 49-397

AN ORDINANCE AMENDING SECTION 17.12.090 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO SCHEDULE OF RATES AND CHARGES FOR WATER SERVICE, AND REPEALING THE ORIGINAL OF SAID SECTION.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

**SECTION 1.** Section 17.12.090, of the Code of the City of Wichita is hereby amended to read as follows:

**WATER RATES AND CHARGES.** On and after January 1, 2013, the schedule of rates and charges as set forth below shall apply to all categories of water customers with metered, flat rate or fire protection services:

**I. MINIMUM WATER SERVICE CHARGES**

Minimum water service charges per monthly billing period, based on water service sizes, shall be assessed to all customers who have service availability at any time during a billing period as shown below. An individual is deemed to have service available if the private water service system, at the individual's residence or business, has been connected to the City of Wichita's water system at any time during a billing period. The minimum charge is to be applied regardless of whether or not any water volume passed from the City to private water systems during a billing period. Water service connections deemed inactive by the director of public works & utilities shall not be assessed minimum water service charges.

**A. METERED WATER SERVICES**

**INSIDE CITY**

**MINIMUM MONTHLY**

<u>WATER METER SIZES</u>	<u>2013 &amp; Beyond</u>
5/8 inch	\$ 11.62
3/4 inch	11.62

1 inch	11.62
1 1/2 inch	13.45
2 inch	15.41
3 inch	24.78
4 inch	30.23
6 inch	41.99
8 inch	53.42
10 inch	64.29
12 inch	82.31

## **OUTSIDE CITY & WHOLESALE METERED WATER SERVICES**

### **MINIMUM MONTHLY**

<b><u>WATER METER SIZES</u></b>	<b><u>2013 &amp; Beyond</u></b>
5/8 inch	\$ 18.60
3/4 inch	18.60
1 inch	18.60
1 1/2 inch	21.52
2 inch	24.66
3 inch	39.65
4 inch	48.37
6 inch	67.19
8 inch	85.48
10 inch	102.87
12 inch	131.70
16 inch	324.79

## **B. FLAT RATE/UNMETERED MONTHLY CHARGES**

2013 & Beyond  
\$ 19.62

## **C. FIRE PROTECTION MONTHLY CHARGES**

### **INSIDE CITY**

### **MINIMUM MONTHLY**

<b><u>WATER METER SIZES</u></b>	<b><u>2013 &amp; Beyond</u></b>
5/8 inch	\$ 3.55
3/4 inch	3.65
1 inch	3.99

1 1/2 inch	4.61
2 inch	5.48
3 inch	10.51
4 inch	13.31
6 inch	19.55
8 inch	25.87
10 inch	31.77
12 inch	41.89

### **OUTSIDE CITY**

#### **MINIMUM MONTHLY**

<b><u>WATER METER SIZES</u></b>	<b><u>2013 &amp; Beyond</u></b>
5/8 inch	\$ 5.68
3/4 inch	5.84
1 inch	6.39
1 1/2 inch	7.38
2 inch	8.77
3 inch	16.82
4 inch	21.30
6 inch	31.28
8 inch	41.40
10 inch	50.84
12 inch	67.03

## **II. WATER VOLUME CHARGES**

Charges for any volume of water passing from the City of Wichita water system to a private water system shall be billed to the individual residing at the residence or business. Volume charges shall not apply to flat rate services which have been properly established with the Wichita Water Utilities.

### **A. AVERAGE WINTER CONSUMPTION**

Average winter consumption (AWC) shall be defined as the arithmetic mean of monthly consumption computed by adding the metered consumption on bills rendered during the months of December, January, February, and March and then dividing this sum by the number of billings rendered during these same months. Each customer's AWC shall be recalculated in April of each year. Metered consumption charges for the ensuing twelve months shall be computed utilizing the AWC as calculated each April, apportioning usage among the applicable rate blocks as designated below. In those instances where no consumption data exists for the



calculation of an AWC for particular customers, the director of public works & utilities shall determine the most appropriate method of establishing average winter consumptions for such circumstances. The minimum monthly AWC for any metered service sized one (1) inch or less shall be 6,000 gallons. If a billing period of greater than one month (defined as days of service within twenty eight to thirty one days) is used, the actual or minimum AWC shall be adjusted accordingly on a daily basis.

## **B. RETAIL VOLUME CHARGES**

### **INSIDE CITY**

	<u>Rates Per 1,000 Gallons 2013 &amp; Beyond</u>
Block 1: Metered Consumption Through 110% of AWC	\$ 1.63
Block 2: Metered Consumption Between 111% and 310% of AWC and from Fire Services	\$ 5.87
Block 3: Metered Consumption Above 310% of AWC	\$ 8.56

### **OUTSIDE CITY**

	<u>Rates Per 1,000 Gallons 2013 &amp; Beyond</u>
Block 1: Metered Consumption Through 110% of AWC	\$ 2.61
Block 2: Metered Consumption Between 111% and 310% of AWC and from Fire Services	\$ 9.40
Block 3: Metered Consumption Above 310% of AWC	\$ 13.70

### **C. RETAIL VOLUME CONSERVATION CONTRACT RATES**

In order to obtain significant reductions in customers' annual water use, through more efficient use of Wichita's water resources, the director of public works & utilities is empowered to negotiate and execute contracts with retail customers which provides for a significant annual water savings by customers in return for charging all water use at the retail volume conservation contract rate. The director of public works & utilities is further empowered to establish such rules and regulations in contract terms as may be necessary to most equitably carry out the intent of this section. Rules and regulations shall be promulgated based on the needs of the City of Wichita as demonstrated in its water conservation plan and programs to address the requirements of the State of Kansas. In all circumstances, customers seeking to qualify for the conservation contract rate must make written application to the director of public works & utilities, detailing methods to be employed to conserve water, the time frame for implementing such conservation methods and the expected annual water savings in gallons per year to be derived from implementing such conservation plans. Each January, customers who have entered into conservation contract rate agreements shall report the results of their conservation initiatives to the director of public works & utilities. If the director of public works & utilities determines that any customer did not meet the goal, then a billing will be rendered to the customer to reconcile charges for the proportion of the customer's prior year total annual consumption volume that did not qualify for the retail conservation contract rate as determined by the formula below:

$$(\text{PRIOR YEAR'S RETAIL VOLUME CHARGE BLOCK 2 RATE} - \text{PRIOR YEAR'S RETAIL VOLUME CONSERVATION CONTRACT RATE}) \times ((\text{PRIOR YEAR'S ANNUAL WATER USE}/1,000) \times (1 - (\text{PRIOR YEAR'S ACTUAL ANNUAL GALLONS OF WATER SAVED} / \text{PRIOR YEAR'S PROJECTED ANNUAL GALLONS OF WATER SAVED})))$$

Customers exceeding their water conservation goals may use such excess savings in gallons as a credit toward the next year's water savings goal. This rate shall only be made available to customers who can demonstrate potential water savings that would be considered economically significant to the City of Wichita as determined by the director of public works & utilities.

### **INSIDE CITY CONSERVATION CONTRACT RATE**

Rates Per

	<u>1,000 Gallons</u> <u>2013 &amp; Beyond</u>
Block 1: All Metered Consumption	\$ 3.65

**OUTSIDE CITY CONSERVATION CONTRACT RATE**

	Rates Per <u>1,000 Gallons</u> <u>2013 &amp; Beyond</u>
Block 1: All Metered Consumption	\$ 5.84

#### **D. WHOLESALE VOLUME RATES**

	<u>Rates Per</u> <u>1,000 Gallons</u> <u>2013 &amp; Beyond</u>
Block 1: Metered Consumption Through 110% of AWC	\$ 1.86
Block 2: Metered Consumption Between 111% and 310% of AWC and from Fire Services	\$ 9.67
Block 3: Metered Consumption Above 310% of AWC.	\$ 14.47

#### **E. UNIFORM WHOLESALE VOLUME RATES**

	<u>Rates Per</u> <u>1,000 Gallons</u> <u>2013 &amp; Beyond</u>
All Metered Consumption	\$ 2.45

#### **F. NON POTABLE VOLUME RATES**

	<u>Rates Per</u> <u>1,000 Gallons</u> <u>2013 &amp; Beyond</u>
All Metered Consumption	\$ .99

### **III. ASSOCIATION OF LAWN SERVICES**

In all cases where practical and appropriate, lawn service accounts shall be associated with the primary service account at a particular service location. The individual consumption amounts for the primary service account and the lawn service accounts shall be added together and the total consumption for the billing period shall be allocated to the appropriate water volume charge rate blocks and volume charges calculated therefor. The consumption as recorded on billings rendered in the months of December, January, February and March for

both the primary and lawn service accounts shall be used to calculate the average winter consumption used in apportioning water usage among the volume rate blocks whenever lawn service accounts are associated with primary service accounts.

#### **IV. LATE CHARGES**

An amount equal to one and one-half percent of the unpaid balance will be added to all bills not paid within twenty-five (25) days of the date of issuance.

#### **V. MISCELLANEOUS CHARGES**

When termination of water service has been ordered by the department for any cause, the customer shall be charged the sum of thirteen (\$13.00) dollars to cover costs of arranging such termination. In instances where the service is actually terminated and later reinstated, the customer shall be charged an additional thirteen (\$13.00) dollars to cover costs of reinstating the service.

If a customer requests inspection and testing of a meter a testing fee shall be paid. If upon such examination and test conducted in the presence of the customer, or the customer's representative, the meter is found to be inaccurate according to the standards of the American Water Works Association, a meter will be substituted and the adjustment of the water bill for the preceding billing period shall include a credit for the testing fee.

Where water service is turned on and shut off in a period of less than one billing period, the billing shall be computed as if service was rendered for an entire billing period. Any customer desiring to discontinue water service temporarily must make request therefor at the office of the department not less than two working days prior to the date on which the service is desired to be discontinued. After the effective date of such discontinuance, all charges for such water and water service shall cease for the period during which the service shall be shut off; provided, that the period of such discontinuance shall not be less than thirty days.

A fee of thirteen (\$13.00) dollars shall be required for the disconnection of a lawn service when the customer of record requests disconnection without concurrently requesting disconnection of the associated service account at the service location. An additional fee of

thirteen (\$13.00) dollars shall be required for the reconnection of the lawn service at the same location.

Other charges and billing for special services, such as but not limited to administrative fees, account origination fees, damages and/or vandalism to Utility infrastructure and appurtenances, etc., shall be determined by the director of public works & utilities and subject to review and change at any time.

**VI. GOVERNMENT MILITARY FACILITIES LOCATED OUTSIDE THE CITY**

Government military facilities located outside the City of Wichita shall be charged inside city rates for water service.

**SECTION 2.** The original of Section 17.12.090 is hereby repealed.

**SECTION 3.** This ordinance shall take effect and be in force on and after January 1, 2013, and upon publication once in the official City paper.

ADOPTED at Wichita, Kansas, this 4th day of December, 2012.

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Carl Brewer, Mayor  
City of Wichita

ATTEST:

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Karen Sublett,  
City Clerk

Approved as to Form:

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Gary E. Rebenstorf,

Director of Law

AN ORDINANCE AMENDING SECTION 16.14.040 OF THE CODE OF THE CITY OF WICHITA, KANSAS, RELATING TO THE SCHEDULE OF RATES FOR USERS OF THE SANITARY SEWER SYSTEM, AND REPEALING THE ORIGINAL OF SAID SECTION.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

**SECTION 1.** Section 16.14.040 of the Code of the City of Wichita is amended to read as follows:

**Schedule of Use Charges:** Each user of the sewerage system of the City shall pay, for the use of such system, sewer charges at no less than monthly intervals based where possible upon the consumption of water by such user as recorded by the water meter or sewer meter serving the premises according to the classifications and schedule set forth in this section.

Where any commercial or industrial premises are connected with the City's sewerage system but are not served by the City's water utility system, the owner or occupant of such premises shall, at their own expense, install and maintain on such premises a water meter or meters of a type and at a location acceptable to of Utilities of the City, which shall measure all water received on said premises from all sources, and the sewer services charge of said premises as prescribed in this section shall be based upon such meter recording. The City shall install equipment to automate the reading of said meters. The City shall charge a one time installation fee based upon meter size for the purpose of administrative and replacement costs. A sewage meter, as set forth in the following sub-section of this section, may be substituted for the water meter requirement.

**SEWER SERVICE VOLUME BASE:**

If a commercial or industrial user desires to establish eligibility for a sewer service volume base of less than one hundred percent (100%) of water consumption, said user must submit an application in writing to the Wichita Water Utility. Upon approval the customer shall authorize the City to install the following at the Customer's expense:

(a) A sewage meter acceptable to the director of public works & utilities to measure the volume of liquid actually discharged into the sewerage system from their premises. Customers receiving credits through the use of **water** meters used for cooling towers, production credit, groundwater remediation and well water are responsible for the maintenance and calibration of the said meters. If a credit is to be applied to the customer's account, the customer must have the meter tested and calibrated every two years by Wichita Water Utilities. The cost of the test will

be borne by the customer at the current rate for meter testing. Further, the customer will be responsible for the removal and reinstallation of the meter once testing has been completed. Sewer meters are required to be calibrated annually. Calibration must be provided through a recognized testing agency and certification of calibration must be provided to the Utilities upon completion. Calibration records shall be maintained by the City for a period of five years. No meter shall be installed on wastewater discharged until approval has been obtained from the director of public works & utilities or their duly authorized representative. Tampering with, injuring, or removing meters without written permission from the director of public works & utilities or their duly authorized representative is prohibited. In the event a sewage meter is installed, the rate schedule as set forth in this chapter shall be applied to the volume of sewage entering the sanitary sewer as measured by the meter. In the event of a meter malfunction, the customer shall be responsible for repairs. In the event that the metered amount of water consumption is less than the amount of discharge, Customer Service staff will verify that the water meter is registering flow accurately. If the water meter appears to be operating correctly, the customer will be notified and corrective action by the customer must be taken before an adjustment or credit for discharge is given. Until such time as the meter is either repaired or replaced by the customer, billing for sewer services will be based on metered water consumption. In the event that that metered water consumption begins to increase over metered discharge or if the only metered service is sewer and metered waste drops more than ten percent, Customer Service staff will verify that the water meter is registering flow accurately and/or that the sewer meter is registering flow. If the water meter appears to be operating correctly and the sewer meter is registering flow, the customer will be notified and corrective action by the customer will be required before an adjustment or credit for discharge is given. Until such time as the meter is either repaired or replaced by the customer, billing for sewer services for those accounts with metered water service will be based on 125% of average metered water consumption. For those accounts that are metered sewer only accounts, bills will be estimated based on 125% of the average of the prior twelve months metered discharge.

(b) In lieu of sewage meter(s), the user may request installation of auxiliary water meter(s) to measure the portion of water consumed which is diverted from entering the sanitary sewer. In the event an auxiliary water meter is installed, the volume of water metered by such meter(s) shall be deducted from the total volume of water consumed before the sewer service charge rate schedule is applied. Customers receiving credits through the use of **water** meters used for cooling towers, production credit, groundwater remediation and well water are responsible for the maintenance and calibration of the said meters. If a credit is to be applied to the customer's account, the customer must have the meter tested and calibrated every two years by Wichita



Water Utilities. The cost of the test will be borne by the customer at the current rate for meter testing. Further, the customer will be responsible for the removal and reinstallation of the meter once testing has been completed. The City may install meters and charge the customer for the meter, installation fees, and a monthly fee based on the size of the meter.

No credits for sewer use shall be given until the type and location of meters installed have been approved by the director of public works & utilities or their duly authorized representative.

Sewer volume credits established in accordance with the provisions of this Section for commercial and industrial users shall be prospective only.

#### **EXTRA STRENGTH CHARGE:**

Sewage discharged to the sanitary sewer system from each industrial or commercial user shall be subject to an extra strength charge when the biochemical oxygen demand (BOD) concentration exceeds two hundred fifty milligrams per liter, the suspended solids (SS) exceeds a concentration of three hundred milligrams per liter, or the oil and grease concentration exceeds one hundred milligrams per liter, as determined by Environmental Protection Agency Methodology stipulated in 40 CFR Part 136 analysis procedures. Sample collection methodology will be as specified by the director of public works & utilities. Extra strength charges shall be calculated according to the formula:

$$S = V (0.00832) (X(\text{BOD}-250) + Y(\text{SS}-300) + Z(\text{O\&G}-100))$$

Where:

S = Extra strength charge in dollars

V = Sewage volume in thousands of gallons

0.00832 = Conversion factor for thousands of gallons to million pounds

X = Applicable unit charge for BOD in dollars per pound from the schedule below

BOD = BOD strength index in parts per million by weight or mg/l

250 = Allowable BOD strength under normal volume charges in parts per million by weight or mg/l

Y = Applicable unit charge for suspended solids in dollars per pound from the schedule below

SS = Suspended solids strength index in parts per million by weight or mg/l

300 = Allowable suspended solids strength under normal volume charges in parts per million by weight or mg/l

Z = Applicable unit charge for oil and grease in dollars per pound from the schedule below

O&G = Oil and grease index in parts per million by weight or mg/l

100 = Allowable oil and grease under normal volume charges in parts per million by weight or mg/l

EXTRA STRENGTH UNIT CHARGES ESTABLISHED AS SHOWN IN SCHEDULE BELOW:

<b>Inside City</b>	<b>Charge Per Pound <u>2013 &amp; Beyond</u></b>
BOD	\$0.1866
Suspended Solids	0.1348
Grease	2.5954
 <b>Outside City</b>	
BOD	\$0.2985
Suspended Solids	0.2157
Grease	4.1527

**TOXIC POLLUTANT CHARGE:**

Discharging of any toxic pollutants is prohibited under City Code Section 16.22. If any such waters or wastes enter into the municipal sewer system which cause an increase in the cost of managing the effluent or the sludge from the City's treatment plants and/or collection system, the discharger shall pay for the increased costs, and will be subject to the penalties ascribed in Chapter 16.22.

**WASTEWATER ANALYSIS:**

Samples and measurements will be taken by the City, as required by the director of public works & utilities or their authorized representative. The strength of the sewage discharge by the industrial or commercial user will be determined by the analyses of said samples.

The user, at their expense, may be required at the sole discretion of the director of public works & utilities to provide monitoring and flow measurement facilities which coincide at the point at which effluent limits apply. Sampling locations must be safe, convenient, and accessible to the industrial user and Wichita Water Utilities personnel.

If any industrial or commercial user chooses not to accept the analytical determination made by the City for a billing period, such user shall, prior to the date on which payment of the charges for such billing is due, notify the director of public works & utilities in writing and, at their sole expense, employ an independent laboratory which is certified by the Kansas Department of Health and Environment and acceptable to the director of public works & utilities, to conduct sampling and analysis of their sewage.

The time period, location, and method for the collection of the samples shall be designated by the City. The City and the independent laboratory shall both preside over the collection of the samples and shall equally divide the samples so that duplicate analysis may be performed.

If results of the analysis of the sewage sample made by both the City and the independent laboratory are not comparable, the director of public works & utilities may appoint a second independent laboratory certified by the Kansas Department of Health and Environment to analyze the sewage. The sampling procedures used will be the same as those outlined above. The results of these analyses, together with the previous results, shall be used to determine the actual extra strength charges for the subject billing period. The fee for the second independent laboratory analyses shall be paid for by the user.

#### **MONITORING CHARGE:**

When regulations, Federal, State or City, require monitoring of the waste from an industry, that industry shall pay a monitoring charge.

The monitoring charge shall consist of all costs for personnel, material and equipment used to collect and analyze samples from the user's wastewater. The exact charge shall be based on actual costs and shall be determined by the director of public works & utilities.

#### **REVIEW OF USER CHARGE RATE STRUCTURE:**

The user charge rate schedule of the City shall be reviewed and adjusted at least biennially to:

- (a) Maintain the proportional distribution of operation, maintenance and replacement costs among user classes.
- (b) Provide adequate revenues to cover operation, maintenance and replacement and debt service costs.

#### **SEWER RATES AND CHARGES**

On and after January 1, 2013, the schedule of rates and charges as set forth below shall apply to all categories of sewer customers.

##### Inside City Rates

##### **A. Base Service Charges**

Monthly charges based on water meter size

<u>Size</u>	<u>2013 &amp; Beyond</u>
5/8 inch	\$ 7.52
3/4 inch	7.52
1 inch	7.52
1 1/2 inch	11.42
2 inch	17.43
3 inch	56.20

4 inch	71.48
6 inch	122.24
8 inch	173.54
10 inch	247.57
12 inch	350.67

B. Volume Charges (per 1,000 gallons of metered water consumption)

Rate/thousand gallons  
2013 & Beyond

\$2.88

Outside City Rate

A. Base Service Charges

Monthly charges based on water meter size

<u>Size</u>	<u>2013 &amp; Beyond</u>
5/8 inch	\$12.03
3/4 inch	12.03
1 inch	12.03
1 1/2 inch	18.27
2 inch	27.89
3 inch	89.92
4 inch	114.37
6 inch	195.58
8 inch	277.66
10 inch	396.11
12 inch	561.07

B. Volume Charges (per 1,000 gallons of metered water consumption)

Rate/thousand gallons  
2013 & Beyond

\$4.61

C. Flat Rate Charges

Inside City

Monthly rates as at set forth below  
shall apply to all customers without  
water or sewer meters.

\$22.34

Outside City

Monthly rates as at set forth below  
shall apply to all customers without  
water or sewer meters.

\$35.75

D. WHOLESALE RATES

Monthly, per 1,000 gallons	\$2.15
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All users subject to sewer charges shall be subject to the provisions of this chapter.

**GOVERNMENT MILITARY FACILITIES LOCATED OUTSIDE THE CITY:** Government military facilities located outside the city of Wichita shall be charged inside city rates for sewer service.

**SECTION 2.** The original of Section 16.14.040 is hereby repealed.

**SECTION 3.** This ordinance shall take effect and be in force on and after January 1, 2013, and upon publication once in the official City paper.

ADOPTED at Wichita, Kansas, this 20<sup>th</sup> day of November, 2012.

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Carl Brewer, Mayor  
City of Wichita

ATTEST:

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Karen Sublett,  
City Clerk

Approved as to Form:

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Gary E. Rebenstorf,  
Director of Law

**City of Wichita  
City Council Meeting  
November 20, 2012**

**TO:** Mayor and City Council

**SUBJECT:** Public Exigency Purchase - Brooks Landfill Gas Collection and Control System (All Districts)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** New Business

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**Recommendations:** Affirm the public exigency expenditure for the purchase and installing of the skid mounted landfill gas collection system equipment and flare as authorized under ordinance 2.64.020 and the budget adjustment.

**Background:** The City maintains a Kansas Department of Health and Environment (KDHE) Title V Air Permit for the Brooks Landfill facility. Brooks Landfill includes a landfill gas collection and control system (GCCS) which until September 1, 2012, was operated by Wichita Gas Producers/DTE Biomass (DTE) via a Landfill Gas Rights Agreement with the City.

The GCCS is comprised of 134 vertical wells installed in the closed municipal solid waste landfill. Historically, landfill gas has been extracted from the vertical wells and routed by blower to a boiler located at Abengoa's ethanol plant. An onsite candlestick flare has been used to destroy the gas when Abengoa's ethanol plant was not operational. In the summer of 2012, Abengoa decided to permanently shut down, and subsequently on August 30, the City received notification that DTE was exercising the right to terminate the Landfill Gas Rights Agreement effective August 31. On September 1, the City entered into an agreement with DTE to continue to operate the GCCS flare system until December 31, 2012 with City staff operating the vertical wells in order to remain compliant with the Title V Air Permit. City Code Section 2.64.020 allows the City Manager to approve purchases in the event of public exigency

**Analysis:** Upon termination of the Landfill Gas Rights Agreement, the City had the opportunity to purchase the on-site equipment for \$486,000. However, upon evaluating the 14 year old equipment, staff developed more economical solutions which assure that the City stays in compliance with the Title V Air Permit including a more efficient skid mounted system. Due to the requirement to have the system in place at the year-end contract termination, an exigency purchase was recommended by staff and approved by the City Manager on November 2, 2012. Staff initiated a purchase order with LFG Specialties Inc. for \$222,750 to purchase the required equipment and install it prior to December 31, 2012.

**Financial Considerations:** The proposed cost of the project is \$222,750. The purchase will be funded from the Landfill Post Closure (LFPC) Fund. That budget includes \$520,000 in the 2012 revised budget for contractors. Staff recommends that the budgeted contractual funds be reallocated to capital outlay to fund this purchase. Compliance is necessary to avoid fines of \$10,000 per day.

The City Council adopted a resolution (12.145) earlier this year that requires the LFPC Fund to have a balance of at least 85% of the projected long-term liability for maintaining the landfill after it is closed. To ensure that the LFPC Fund is compliant with that resolution at year-end, staff will transfer from the Landfill Fund an amount to maintain a reserve level of 85% in the LFPC Fund.

This transfer will be calculated at the end of this year, when the final 2012 post-closure liability is known. It is currently estimated around \$250,000. City Council approval is required for budget adjustments over \$25,000.

**Legal Considerations:** The contract has been reviewed and approved as to form by the Law Department.

**Recommendation/Action:** It is recommended that the City Council approve the public exigency, approve the expenditures, approve the budget adjustment and approve the execution of the contract.

**Attachments:** Contract.

# **C O N T R A C T**

**THIS AGREEMENT** made and entered into this 20th day of November, 2012 by and between the **CITY OF WICHITA**, a municipal corporation, hereinafter known as "**CITY**", and **Shaw Environmental, Inc.**, whose principal office is at 16406 US Route 224 East, Findlay OH , telephone number (419) 425-6190, hereinafter known as the "**CONTRACTOR**".

**WITNESSETH**, That for and in consideration of covenants hereinafter set out the **CONTRACTOR** contracts, promises and agrees to and with the **CITY** that **Shaw Environmental, Inc.** will furnish all the material and labor necessary to perform the mechanical, electrical, plumbing, and add alternates and/or options as required by the specifications and work orders for the City of Wichita, for the attached Exhibit B Scope of Work, submitted dated November 1, 2012 for the Public Works & Utilities Department, Environmental Division in the City of Wichita, Sedgwick County, Kansas. The scope of work, plans, specifications only referred in Exhibit B that were provided to the City of Wichita dated November 1, 2012, as approved, shall be considered a part of this contract and are incorporated by reference herein, as approved by the City Council on November 20, 2012, which the scope of work, plans, specifications are on file in the office of the City Purchasing Manager of said **CITY**, and are hereby incorporated and made a part of this contract to the same extend as if fully set out herein.

**CONTRACTOR** further agrees that the work under this contract shall be completed to the full satisfaction of the City Purchasing Manager of the City of Wichita on or before **DECEMBER 16, 2012**, for completion. Said work shall be done under the direct supervision of said Purchasing Manager, or such other person as the City Council may direct, and that said Purchasing Manager's decision as to the material used in said improvement and the method in which the work is to be done shall be final and conclusive upon the parties hereto. Working days shall be as defined in the Standard Specifications of the City of Wichita.

**CONTRACTOR** further agrees that at all times during the prosecution of said improvement for the installation of the **Landfill Gas Collection and Control System** will maintain the proper safeguards, barricades and lights on the work and every portion thereof to insure the highest degree of safety to the public, and that **Shaw**



**Environmental, Inc.** will hold the City of Wichita harmless in all suits for damages brought against either of the parties to this contract on account of the negligent acts, omissions or default of said **CONTRACTOR**, their agents or servants in the prosecution of the work on said improvement.

**CONTRACTOR** further agrees to maintain warranty on equipment a period of one (1) year from date of the completion and acceptance of same by the City of Wichita; this maintenance to be done and performed by said **CONTRACTOR** and may be subject to labor expense to the **CITY**. **CONTRACTOR** is to furnish to the **CITY** any manufacturer's warranty on materials as applicable.

#### **Indemnification and Insurance.**

a. **CONTRACTOR** shall save and hold the **CITY** harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of **CONTRACTOR**, its officers, agents, servants, or employees, occurring in the performance of its services under this Contract, or arising from any defect in the materials or workmanship of any product provided in the performance of this Contract.

b. **CONTRACTOR** will carry insurance coverage during the term of this contract and any extensions thereof in the amounts and manner provided as follows:

1. Comprehensive General Liability covering premises—  
operations, xcu (explosion, collapse and underground) hazards when  
applicable, Product/Completed operations, Broad Form Property Damage,  
and Contractual Liability with minimum limits as follows:

Bodily Injury Liability	\$500,000 each occurrence \$500,000 each aggregate
Property Damage Liability	\$500,000 each occurrence \$500,000 each aggregate
Or	
Bodily Injury and Property Damage	\$500,000 each occurrence

Liability (Combined Single Limit)                      \$500,000 each aggregate

2. Automobile Liability - Comprehensive Form including all owned, hired and non-owned vehicles with minimum limits for:

Bodily Injury Liability                                      \$500,000 each accident

Property Damage Liability                                \$500,000 each accident

Or

Bodily Injury and Property Damage

Liability (Combined Single Limit)                      \$500,000 each accident

3. Workers' Compensation                                Statutory

Employers Liability    \$100,000 Each Accident  
   \$500,000 Aggregate  
   \$100,000 Occupational Disease

**CITY** shall pay **CONTRACTOR** the following amount for the contract work:

Price for the LFG Specialties Model PCFT103418 Utility Flare System as described in Section A, item 1 FOB Findlay, OH, excluding tax, is \$88,927.00

Price for the engineering services as described in Section A, Item 2 FOB Findlay, OH, excluding tax, is \$36,145.00

Price for the flare installation as described in Section A, item 3 FOB Findlay, OH, excluding tax, is \$88,950.00

Two days of start-up assistance and training (travel and living expenses are included) \$4,928.00

\*Note: Should the system not be commissioned by LFG Specialties, the warranty will be void.

Estimated shipping and handling from LFG Specialties shop to site (shipping to be charged at actual cost plus 15% handling fee) \$3,800.00

**TOTAL MAXIMUM CONTRACT AMOUNT:    \$222,750**

Payment for equipment as described in Exhibit B and shipping shall be 100% upon delivery and invoice, net 7 days from acceptable invoice.

In no event shall either the Contractor or the City be liable for consequential damages, including, without limitation, loss of use or loss of profits, incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by a breach of contract, willful misconduct, negligent act or omission, or other wrongful act, whether professional or non-professional, of either of them or their employees.

**CONTRACTOR** will not be liable if performance failure arises out of causes beyond their control and without fault or negligence of the **CONTRACTOR** (e.g., acts of God, war, fires, floods, freight embargoes). Should a performance failure occur, it will be the responsibility of the **CONTRACTOR** to notify the Purchasing Manager in writing and submit proof of the circumstance responsible for non-performance, the **CONTRACTOR** must re-negotiate delivery schedules.

The **CONTRACTOR**, in performing the work required under this contract, agrees to comply with the provisions of the "Revised Non-Discrimination and Equal Employment Opportunity Statement for Contracts or Agreement" of the City of Wichita, which is incorporated herein by reference and attached as "Exhibit A".

For good cause, and as consideration for executing this contract, the **CONTRACTOR**, acting herein by and through its authorized agent, hereby conveys, sells, assigns, and transfers to the City of Wichita all right, title, and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Kansas, relating to the particular product, products, or services purchased or acquired by the City of Wichita pursuant to this contract.

**Independent Contractor.** The relationship of the **CONTRACTOR** to the **CITY** will be that of an independent contractor. No employee or agent of the **CONTRACTOR** shall be considered an employee of the **CITY**.

**Compliance with Laws.** **CONTRACTOR** shall comply with all laws, statutes and ordinances which may pertain to the providing of services under this contract.

**No Assignment.** The services to be provided by the **CONTRACTOR** under this contract are personal and cannot be assigned, delegated, sublet or transferred without the specific written consent of the **CITY**.

**Third Party Rights.** It is specifically agreed between the parties that it is not intended by any of the provisions of any part of this contract to create in the public or any member thereof a third-party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

**No Arbitration.** The **CONTRACTOR** and the **CITY** shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration in bid or proposal documents is deemed void.

**Governing Law.** This contract shall be interpreted according to the laws of the State of Kansas.

**Representative's Authority to Contract.** By signing this contract, the representative of the contractor or vendor represents that he or she is duly authorized by the contractor or vendor to execute this contract, and that the contractor or vendor has agreed to be bound by all its provisions.

**IN WITNESS WHEREOF** the City of Wichita has caused these presents to be signed by its Purchasing Manager and attested by its clerk with the seal of the City of Wichita impressed hereon, and the **CONTRACTOR** has caused these presents to be duly executed the day and year first herein written.

**ATTEST:**

**THE CITY OF WICHITA**

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Janis Edwards  
Deputy City Clerk

---

Carl Brewer, Mayor

**APPROVED AS TO FORM:**

**SHAW ENVIRONMENTAL, INC.**

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Gary E. Rebenstorf  
Director of Law

---

Signature

---

Print Signature Name

---

Title *(President or Corporate Officer)*

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## **EXHIBIT A**

### **REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
  - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
  - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
  - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
  - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
  2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
  3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
  4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.

5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.



## Exhibit B

### A. Furnish all Equipment, Engineering, and Construction Scope:

LFG Specialties' scope of equipment supply and brief description of the system is listed below. For a more detailed system description please see Section G.

1. One previously rented LFG Specialties fully assembled skid mounted landfill gas candlestick flare (Unit #2101) including:

☐ One flare Model CFT1034I8 with peripheral equipment (capacity 210– 2100 SCFM of landfill gas at 30-50% methane content)

☐ **Designed and constructed to operate as a complete unit to minimize installation and start-up time completely fabricated, assembled, pre-wired and tested prior to shipment.**

☐ **Stack to be delivered completely wired from the stack junction box to the thermocouples, UV eye and igniter. Also from the stack junction box to the main control and power panels.**

☐ One 8 in. Shand & Jurs Model 94307 flame arrester

☐ One propane pilot assembly with automatic igniter system

☐ One reman Hoffman Model 74102 multistage centrifugal landfill gas blower with belt drive and 40 HP, 460 VAC, three phase motor (blower is rated for 550 – 2100 SCFM @ 50 in. w.c. inlet vacuum and 15 in. w.c. discharge pressure, 100 deg. F, 750 ft. asl.)

☐ Associated instrumentation including vacuum, pressure and temperature gauges

☐ One set of associated flex couplings

☐ One 8 in. manual valve

☐ One 8 in. fail safe automatic electric header valve

☐ One 36 in. condensate knock out pot (KOP) with 20 micron demister/filter, 8 in. inlet and 8 in. outlet, sight glass, level switch, and drain port

☐ KOP to be factory heat traced and insulated (from below the inlet to the bottom of the KOP) including: ♦ 5 watt per foot heat tape

♦ One inch of insulation

♦ Aluminum jacket covering the insulation

♦ One thermostat

☐ One control rack with: ~~One relay-based automatic flare controller with~~ blower amp and blower hours displays

♦ Blower motor control center with starters and circuit protectors

♦ Main power disconnect and step down transformer

☐ One each thermal dispersion flow meter and Yokogawa six channel paperless chart recorder to record flame temperature and landfill gas flow

☐ 8 ft. wide by 24 ft. long structural steel skid

☐ All on skid interconnecting carbon steel piping and wiring

☐ One O&M Manual (electronic copy) including: User manual, cut sheets, and drawings

☐ One User Manuals (bound paper copy)

Notes:

1. Unit 2101 has previously been rented for approximately 18 months. This flare has been thoroughly inspected at our facility and has a one year warranty.
2. Landfill gas supply system must be properly engineered to provide a stable gas supply for the flare system to function properly.
3. The flare system must be supplied power from a stable energy source with a voltage deviation of no more than 7%.

2. Engineering services to include:

- Engineer will survey the existing site and determine the best location for the flare skid. This survey will take into account proximity to existing structures, existing utility locations, landfill gas (LFG) piping and overhead wires.
- Engineer will provide an appropriate design for a reinforced concrete pad, electrical connection from an existing power panel, interconnecting piping from the existing LFG header, a manually operated inlet isolation valve and a condensate sump.
- Engineer will provide specification and oversight of site construction.
- Engineer will provide startup and training support.

Contractor will provide construction and installation services in coordination with the engineering, including:

- Obtain any construction site permits, electrical permits, and/or plumbing permits
- Construction of the reinforced concrete support pad
- Offloading and setting the flare skid on the concrete pad
- Installing anchor bolts
- Connecting the LFG inlet piping
- Connecting the electrical service from the existing power panel to the skid mounted power panel
- Supply and install condensate drain piping and collection sump

B. Price Schedule:

Price for the LFG Specialties Model PCFT103418 Utility Flare System as described in Section A, item 1 FOB Findlay, OH, excluding tax, is **\$ 88,927.00**

Price for the engineering services as described in Section A, item 2 FOB Findlay, OH, excluding tax, is **\$ 36,145.00**

Price for the flare installation as described in Section A, item 3 FOB Findlay, OH, excluding tax, is **\$ 88,950.00**

Two days of start-up assistance and training (travel and living expenses are included)  
**\$ 4,928.00**

\*NOTE: Should the system not be commissioned by LFG Specialties, the warranty will be void.

Estimated shipping and handling from LFG Specialties shop to site (shipping to be charged at actual cost plus 15% handling fee) **\$ 3,800.00**

**ALL PRICING IS FOB — FINDLAY, OHIO**

C. Shipment Terms:

Shipment terms are F.O.B. Shaw's facilities, Findlay, Ohio. The City responsible for the Purchaser to pay all, freight from our facility to the project site, and all applicable taxes.

D. Shipment Schedule:

LFG Specialties makes every effort to meet our Customers delivery requests and special requirements. Delivery for the flare system outlined in this Scope of Work is:

As built Drawings: 1 week after receipt of order

Equipment Shipment: 2 to 6 weeks from receipt of order

(Actual delivery to be determined at time of submittal approval)

A storage fee of \$100.00 per week may be charged if the site cannot accept delivery of the unit by the scheduled delivery date.

E. Payment Terms:

Terms of payment are 100% net due 30 days from date of invoice. Invoices will be issued on a progress basis according to the following schedule:

Milestone Amount

Project Award 50% (Invoiced at upon receipt of equipment on-site at City of Wichita.

Start up Completion 50% (Invoiced after successful completion of start up or 4 months after shipment, whichever occurs first.)

Prices are quoted firm for prompt acceptance and shipment per delivery schedule.

Proposals are valid for 45 days from date of issue.

Prices do not include any taxes, duties or assessments. The City of Wichita will provide Shaw its Kansas Exemption Certificate with its purchase order.

Prices do not include Performance and Payment Bonds. These are typically provided at an additional cost of 2% of the total order.

F. Field Service Rates and Availability:

**Additional on site flare technician field service time will be charged \$1,000.00 per day, plus travel expenses. Travel expenses to be charged at \$2.00/mile.**

G. Technical Data:

1. Gas Composition

☐ 30-50% CH<sub>4</sub>, Remainder – CO<sub>2</sub>, Air, Inerts (gas compositions greater than 50% CH<sub>4</sub> will result in a radiation level greater than 500 BTU/ft<sup>2</sup> at 6 ft. elevation)

☐ H<sub>2</sub>S to be less than 1000 ppm (for concentrations greater than 1000 ppm please contact LFG Specialties concerning design of system)

☐ O<sub>2</sub> to be less than 5%

☐ Temp/Pres: 100° F, 12 in. w.c.

2. Flare Size

☐ 10 in. tip, 34 ft. overall height flare

Note: A minimum distance from power lines and structures of 4 times the stack height must be maintained around the flare. If this distance is not feasible, please contact LFG Specialties engineering.

3. Destruction efficiency at design flow with gas methane content 30 to 50% -- 98% overall destruction of total hydrocarbons (per the US EPA AP-42)

☐ Guaranteed to meet E.P.A. emission standards for landfill gas disposal in utility "candle type" flares.

Note: Flare is designed in accordance with the United States Environmental Protection Agency (EPA) established criteria for open flares, 40 CFR 60.18

4. Minimum methane content required to maintain stable flame and 98% destruction efficiency -- 30%

5. Flow/Emissions (expected) at maximum flow, 50% methane content and 1400°F combustion temperature:

N<sub>2</sub> 73.5 % vol.

O<sub>2</sub> 13.6 % vol.

CO<sub>2</sub> 6.0 % vol.

H<sub>2</sub>O 6.9 % vol.

NO<sub>x</sub> 0.068 lbs./MMBTU \*

CO 0.37 lbs./MMBTU \*

\* Per the US EPA AP-42 Supplement D, Table 13.5-1

6. Pressure loss through the flare, from the inlet flange through the flare stack, will typically be less than 10" w.c.

7. All utility flare units are designed and constructed to meet Seismic zone 4 guidelines and 100-mph wind loading requirements (per ASCE 7-88, Exp. C).

8. LFG Flow Ranges: The flare stack has a flow turndown ratio of 10:1 based on BTU content. The blower has a flow range outlined in Section A.

#### H. Equipment Warranty:

Shaw guarantees the Equipment and Services as outlined and specified in this Scope of Work for the period of twelve (12) months from date of shipment.

Shaw guarantees the equipment to meet present E.P.A. emission standards when installed and operated in accordance with specified design conditions.

#### I. Quality Control Standards:

Shaw follows the Quality Control Procedures as outlined by the applicable national codes and standards adhered to in the design, engineering, manufacture, assembly and test of our equipment, including but not limited to:

Structural Design ----- AISC

Drawings ----- ANSI S5.1

Fabrication (welding) ----- AWS

Electrical (components) ----- UL  
(wiring) ----- NEC

Painting, Sandblast ----- SSPL, SP-6

Shaw does on occasion subcontract fabrication of subassemblies for our equipment. All subcontract work is carried out under Shaw direction and inspected in accordance with our quality control standards.

The nondestructive testing of our equipment includes:

Welding ----- 100% visual inspection

Dimensional ----- All dimensions to drawings, correct position and sizing of all connects

Piping ----- 100% visual inspection (in/out)

Painting ----- Visual inspection/instrument check using microtest coating thickness gauge

Wiring ----- Functional Check

Controls ----- Functional check, process simulation

Shaw also supplies full submittal documentation on the equipment; including mechanical and electrical drawings and component cut sheets. For equipment support, a complete Operation & Maintenance Manual is included with each unit.

#### J. Scope of Work:

Shaw will furnish all the Equipment and Services as outlined in this Agreement.

Equipment will be fully fabricated, painted and tested as described herein at Shaw's facility, Findlay, Ohio.

This Scope of Work only covers the supply of Equipment and installation service as defined. The following items are not included in Shaw scope of supply.

- All permits/licenses required for installation and/or operation of the Equipment are the responsibility of Purchaser. Shaw will provide necessary manufacturer's data on the equipment as required for permit/license applications.

**City of Wichita  
City Council Meeting  
November 20, 2012**

**TO:** Mayor and City Council

**SUBJECT:** Lease of Osage Recreation Center to Kansas Elks Training Center for the Handicapped (KETCH) (District IV)

**INITIATED BY:** Department of Park and Recreation

**AGENDA:** New Business

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**Recommendations:** Approve the lease.

**Background:** Osage Recreation Center was opened in the 1950's as a full service recreation facility. At the present time, this recreational center is closed to the general public. WSU's Hugo Wall School was consulted in 2010 to review the Recreation programs of the department. The WSU report suggested closing the Osage Recreation Center permanently due to the consistent decline in overall participation at the center because of other social and recreational opportunities offered by the Southwest YMCA in the neighborhood. However, Land and Water Conservation Funds (LWCF) were used for development of the center therefore requiring public recreational use of the facility. The facility was staffed with Park Department recreational staff during the weekdays and evenings and primarily used for rental purposes on the weekends. The facility was used to provide recreational and community programs and activities and offered a large gymnasium, three classrooms, kitchen, storage area, office space and restrooms.

In March 2011, a Request for Proposal (RFP) for the lease of Osage Recreation Center was initiated. One of the recommendations from the WSU Hugo Wall School report was for the Park and Recreation Department to provide more educational programming at its facilities. KETCH has proposed to include programming related to mental and behavioral health of participants by providing daily life skills training and vocational skills development. KETCH will house satellite services at Osage Recreation Center. KETCH has agreed to open the facility during times not needed for its specific programs via sub-contract thereby allowing the general public to continue to have recreational access no less than twenty-five (25) hours per week.

**Analysis:** In 2011, the Staff Screening and Selection Committee interviewed two agencies during the selection process. The Staff Screening Selection Committee selected Urban League of Kansas (ULK) as the preferred agency to lease Osage Recreation Center based on its proposal response and experience. Unfortunately, the Urban League of Kansas was unable to fund this arrangement. KETCH had submitted an RFP for use of the Boston Recreation Center, but another agency was selected to lease that facility. KETCH was shown Osage Recreation Center as an alternative and was very interested in this facility.

The initial term of the Lease would be three (3) years (the "Initial Term") commencing on the 1<sup>st</sup> day of December 2012 ("Commencement Date") and ending at midnight on the 30<sup>th</sup> day of November, 2015. This Lease, at the end of the Initial Term, shall continue for two (2) additional three (3) year periods unless either party has provided the other party a ninety (90) day written notice of its intention to non-renew prior to the end of the Initial Term or the Extended Term. KETCH would pay a lease rate in the amount of \$2,400 annually. Rent would be payable on a pro-rata basis spread over a twelve (12) month period, at a rate of \$200 per month, with the first payment being due on January 1, 2013, and due on the first day of every month

thereafter during the term and any extended term of this contract. All utilities for building operation used by KETCH will be the responsibility of KETCH.

**Financial Considerations:** The contract calls for an annual lease fee of \$2,400, paid in \$200 monthly installments by KETCH. The first lease payment will be received on January 1<sup>st</sup>, 2013. The lease fee is for the maintenance and operation of the facility, and does not include personnel costs. Additionally, in order to adequately cover the City's direct costs, KETCH will be responsible for utilities to the part of the building used.

**Legal Considerations:** The lease has been reviewed by the Law Department and is approved as to form.

**Recommendation/Actions:** It is recommended that the City Council approve the lease of Osage Recreation Center to Kansas Elks Training Center for the Handicapped (KETCH) and authorize the necessary signatures.

**Attachments:** Lease agreement with Attachments A, B-1, B-2, C, D, E.

## LEASE AGREEMENT

THIS AGREEMENT is made and entered into on this \_\_\_\_\_ day of November, 2012 by and between City of Wichita, Kansas, a municipal corporation ("Lessor") and Kansas Elks Training Center for the Handicapped, Inc. (KETCH), ("Lessee").

WITNESSETH:

WHEREAS, Lessor is the owner of the following described real property, commonly known as Osage Park located at 2121 W. 31<sup>st</sup> South, Wichita, KS 67217 (the "Real Property")

WHEREAS, Lessor operates and maintains Osage Recreation Center, a public recreational facility (the "Osage Center") that consists of approximately 11,594 square feet, upon the Real Property; and

WHEREAS, the parties hereto desire to enter into this Lease Agreement for purposes of Lessee leasing certain portions of the facility known as Osage Center as described hereafter for purposes set forth hereafter.

NOW, THEREFORE, for and in consideration of the mutual promises, conditions, covenants and agreements recited herein, the parties hereto do hereby agree as follows:

1. Premises. Lessor hereby leases to Lessee, upon and subject to the terms, conditions, covenants and agreements set forth in this Lease, the portions of the Osage Center, (the "Premises") consisting of 11,594 square feet, the square footage being calculated as shown on Attachment "B" that is made a part hereof as though fully set forth herein.
2. Term. The initial term of the Lease shall be three (3) years (the "Initial Term") commencing on the 1<sup>st</sup> day of December 2012 ("Commencement Date") and ending at midnight on the 30<sup>th</sup> day of November, 2015.
3. Extended Term. This Lease, at the end of the Initial Term, shall continue for an additional three (3) year period unless either party hereto provides the other party a ninety (90) day written notice of its intention to non-renew prior to the end of the Initial Term. A third three (3) year period under this lease shall be available if a second term has been elected and neither party has provided the other party with a ninety (90) day written notice of its intention to non-renew prior to the end of the second term.
4. Rent. Lessee, on a monthly basis, shall pay rent. The first payment shall be due on January 1, 2013, and upon the first day of each month thereafter, beginning the first day of the first month of the Initial Term and on the first day of each month thereafter. Rent for the Initial Term is \$200 per month. Lessor reserves the right



to renegotiate the amount of Rent for any extension term at any time that is at least 120 days prior to the end of the then current lease term.

5. Use of Premises. (a) The Premises shall be used by Lessee for the provision of weekday core services and programs to community residents with developmental disabilities. In addition, Lessee guarantees that no less than 25 hours per week of "expanded community recreational opportunities"(defined as: recreational activities open to the public upon the Premises) shall be provided in partnership with the Park and Recreation Department of the City of Wichita and other community groups, which may encourage the inclusion and integration of children and adults with developmental disabilities.

(b) Lessee further agrees that in the use and occupancy of the Premises and in the prosecution or conduct of its business therein, Lessee will comply with all requirements of laws, ordinances, and regulations of the federal, state, county and municipal authorities now in force, or which hereinafter may be in force. Lessee covenants and agrees that it will not use, or permit to be used, any part of the Premises for any dangerous, noxious or offensive trade or business and will not cause or maintain any nuisance in or on the Osage Center or the Real Property of the City of Wichita.

(c) Lessee shall not permit the accumulation of rubbish, trash, garbage or other refuse in or around the Real Property. Garbage and trash receptacles may be placed only in areas designated by Lessor and Lessor shall have the right to designate and control the type and size of such garbage and trash receptacles that may be used by Lessee.

(d) Lessee shall at all times during the term of this Lease, observe and comply with any rules, regulations and covenants which may be adopted and amended from time to time by Lessor for the safety, care and cleanliness of the Real Property and Osage Center provided that such rules, regulations, and covenants will not materially modify any of the rights or obligations per this Lease. Alcoholic beverages are prohibited in all Park Facilities and on Park Property as per City of Wichita Park Rules and Regulations.

(e) Lessee expressly recognizes that the premises are publicly owned and that the Lessor desires that the premises be used in such a manner that gives the appearance of impartiality in political campaigns and on public issues; as such the Lessee will not use the premises for any partisan or political activity or for any overt public activities that take a position on policy issues before the City and its agencies. Lessee shall not use or occupy the premises for any unlawful, disreputable, or ultrahazardous business purpose or activity nor operate or conduct its activities in a manner constituting a nuisance of any kind. Lessee agrees to immediately cease any activity or use in violation of this agreement.

6. Parking of Cars. Lessee, its employees, and members of the public who come to the Premises to receive services from Lessee shall park their cars in areas that offer the greatest accessibility to the building during the days and hours of operation.
7. Utilities. Lessee will provide utilities including but not limited to water, gas, and electricity to the Osage Center at Lessee's sole cost and expense. Lessor will cause any water, gas, or sewer required by other portions of the Real Property (including the pool) to be separately metered from the Osage Center, provided, however, when the proposed outdoor restroom facility is constructed, utility service to said facility will be Lessor's responsibility. Payments for electricity will be made directly to Lessor as indicated by readings of a submeter installed for the purpose of measuring the electric consumption by the Osage Center, as separate from the Real Property. Any charges to Lessee for electricity shall not exceed the rates charged by the local public utility companies, or the rates which would be charged for the same services if furnished directly by the local public utility companies. Lessor shall provide Lessee in writing with the amount of Lessee's portion of the electric billing on a monthly basis and payment therefor shall be made by Lessee within 30 days of such notice. Lessee is responsible for all charges for those additional services including but not limited to telephone, internet and data requested or used by Lessee at the Osage Center. Lessor shall not be liable to Lessee for interference in or interruption of any utility service, other than resulting from Lessor's nonpayment for utility service.
8. Fixtures, Furniture, and Equipment. The Lessee agrees that any furnishings, fixtures, and equipment supplied by the City at the beginning of the lease, herein described as Attachment "C", be maintained in substantially the same condition as received (reasonable wear and tear excepted), regular maintenance and repairs made at the Lessee's expense.
9. Assignment and Subletting. Except upon written consent of Lessor, which Lessor can grant or deny at Lessor's sole discretion, Lessee cannot assign this Lease or sublet all or any part of the Premises; provided however, Lessee can enter into license agreements for the Premises as necessary to meet Lessee's obligations in Section 5 related to expanded community recreational opportunities. Lessor retains the right of reasonable approval (which will not be unreasonably withheld, conditioned, or delayed) for proposed licensees.
10. Legal Requirements. Lessee promptly will comply with all legal requirements affecting the Premises, compliance with which is necessary by reason of the nature of Lessee's use. Lessee, at Lessee's sole expense and on behalf of itself and Lessor, may contest any such legal requirements. In such event, Lessor may permit the contested legal requirements to remain unsatisfied during the period of such contest.
11. Repairs by Lessor. Lessor, at Lessor's sole cost and expense, during the term of the Lease, shall keep and maintain in good order, condition and repair, the

Premises including structural maintenance, HVAC, electrical and plumbing systems, and roof. Lessor shall cause the Premises to be maintained in such a manner that they comply, at all times, during the term of this Lease, with all applicable laws, ordinances, statutes, regulations, orders and codes. Lessee shall be responsible for maintenance, repair or replacement of real property necessitated by the negligence or misconduct of Lessee, its employees, agents, licensees or invitees.

12. Maintenance. Lessor shall be responsible for routine maintenance of and janitorial services for the Osage Center per the Memorandum of Understanding-Services to Park and Recreation Facilities through either the Department of Public Works or the Park and Recreation Department of the City of Wichita
13. Improvements and Alterations. It is understood and agreed that Lessee shall make the modifications and repairs to the Premises as set forth in Attachment "D", that is made a part hereof as though fully set forth herein. It is further understood and agreed that Lessor shall make the modifications and repair to the Osage Center as set forth in Attachment "E", that is made a part hereof as though fully set forth herein. Other than those changes set forth in Attachment "D", Lessee shall make no other material changes or alterations to the Premises, including but not limited to renovation, signage, awning, advertisement, picture or other inscription of any kind unless permission to make the changes and alterations has first been obtained from Lessor by written consent, which consent shall not be unreasonably conditioned, withheld, or delayed. No such material changes or modifications shall be undertaken unless the appropriate permits are obtained for such construction or alteration.

All improvements which are not fixtures and which are not specifically identified as belonging to Lessor shall remain the property of Lessee. At the termination of this Lease, the Lessee shall remove fixtures and leasehold improvements belonging to Lessee and restore the Premises to substantially the same condition as received, less ordinary wear and tear; or with the consent of Lessor may leave said fixtures and leasehold improvements in place. In the event that said fixtures and leasehold improvements are not removed within fifteen (15) days after the termination of this Lease, Lessor shall have the option of taking title to all such fixtures and leasehold improvements immediately.

14. Liens. Except for liens or encumbrances caused by or attributable to Lessor, Lessee shall not, during the term of this agreement, permit or suffer any lien or encumbrance to attach to the premises or any part thereof and shall indemnify and save harmless the Lessor against the same.
15. Surrender and Removal of Property. Upon the expiration or the earlier termination of this Lease, Lessee will surrender the Premises to Lessor in substantially the same condition that they were in on the Commencement Date, less any normal wear and tear, depreciation and obsolescence, alterations

acceptable to Lessor. Lessee will leave the alterations acceptable to Lessor, and title to the same then will pass to Lessor. Lessee will, at Lessor's option, remove all signs, trade fixtures and personal property installed in or placed on or about the Premises by Lessee, in which event Lessee will repair any resulting damage to the Premises.

16. Event of Casualty. In the event the improvements on the Premises shall be damaged or destroyed by casualty as to become unusable or untenable, then Lessor shall, within thirty (30) days thereafter, notify Lessee in writing of either: (a) Lessor's desire to immediately terminate the Lease, or (b) Lessor's desire to continue said Lease, in which event Lessor shall be obligated to restore the Premises, due in reasonable time, to substantially its former condition except as to any property owned by Lessee therein. In that event the rent shall be abated until the Premises are restored to conditions for occupancy. Slight or partial damage by fire, windstorm or other cause, which does not render the building substantially unfit for use and occupancy, shall not affect the terms of this Lease.
17. Destruction. In the event of the total destruction of the building containing said Premises by fire, windstorm or other cause, this Lease shall immediately terminate and cease.
18. Default. The Lessor retains the rights and remedies and shall have the right to declare the term of the lease terminated under the following circumstances:
  - a. Default in the payment of rent and such default continues for ten (10) days after the Lessee receives written notice thereof.
  - b. Failure of Lessee to perform or observe any of the terms, provisions, conditions and covenants of this Lease, other than the payment of rent, and such failure is not cured within twenty (20) days (or such longer period as may be reasonably necessary to cure the breach provided that Lessee commences such cure within the 20-day period and diligently pursues such cure to completion) after written notice thereof to Lessee.
  - c. The Premises are used by or under the control of another individual other than is expressly permitted under this Lease and such use or control continues for ten (10) days after the Lessee receives written notice thereof.
19. Termination. The Lease shall terminate without further required notice upon the occurrence of any of the following:
  - a. The expiration of the Lease Term or any Extended Term or extension thereof.
  - b. Any default or breach of any covenants and provisions of the Lease by the Lessee and failure to cure such breach by Lessee after notice period identified herein above in Section 18, in which case

the Lessor shall be entitled to possession of the Premises and Lessor may bring suit for rent due and damages and recover possession of said Premises as provided by law.

- c. Upon sixty (60) days after declaration by Lessor that the Premises are needed by Lessor for a public purpose.
  - d. Lessee shall become bankrupt or insolvent, or file or have filed against it a petition in bankruptcy, or the reorganization or arrangement, or for the appointment of a receiver or trustee of all or a substantial portion of the Lessee's property, or Lessee makes an assignment for the benefit of creditors.
20. Lessor Default. Lessor shall be deemed to be in default hereunder if Lessor fails to perform or observe any agreement or condition contained herein and such failure is not corrected within twenty (20) days after Lessor receives notice from Lessee of such failure (or such longer period as may be reasonably required to correct such failure if within such 20-day period Lessor shall commence to correct the same and thereafter diligently pursue the correction thereof).
21. Lessee's Indemnification and Nonliability of Lessor. Lessor shall not be liable to Lessee or to Lessee's employees, patrons, guests or visitors in or upon the Premises for any damage to person or property directly caused by the negligence of Lessee, the Lessee's agents, employees, or invitees.

Lessee shall not be liable to Lessor or to Lessor's employees, students, agents, patrons, guests or visitors in or upon the Premises for any damage to person or property directly caused by the negligence of Lessor (including, but not limited to departments and agencies thereof), Lessor's agents, employees or invitees.

Lessee agrees to save and hold the Lessor harmless from any claims, including attorney fees, arising from acts or omissions of Lessee or Lessee's officers, agents, servants, customers, or employees arising during Lessee's occupancy of the Premises (specifically including, but not limited to, Lessee's failure to properly monitor, oversee, or regulate a licensee's use of the Premises on the day(s) and time(s) that such licensee is authorized to use the Premises or such other times that a licensee is using the Premises with the knowledge of Lessee). Provided however, Lessee shall not be obligated to save and hold Lessor harmless from any claims for which the licensee has fully indemnified and/or held the Lessor harmless.

Lessor agrees to save and hold the Lessee harmless from any claims, including attorney fees, arising from acts or omissions of Lessor or Lessor's officers, agents, servants, customers or employees arising during Lessee's occupancy of the Premises.

Lessor shall not be liable or responsible for any loss or damage to any property or person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike,

insurrection war court order, requisition order of government body or authority or other matter beyond the reasonable control of Lessor, or for any damage or inconvenience which may arise through repair or alteration of any part of the Osage Recreation Center, or failure to make repairs, or for any cause whatever except Lessor's negligence and willful misconduct.

22. Liability Insurance.

(a) During the term of this Lease, Lessor shall keep all buildings and improvements erected on the Premises at any time insured, for the benefit of Lessor, against loss or damage by fire and customary extended coverage in amounts and with companies acceptable to Lessor. All proceeds payable at any time and from time to time by any insurance company under such policies shall be payable to Lessor. Such policy may be subject to a deductible in an amount deemed appropriate by Lessor.

(b) Lessee shall secure and maintain at its sole expense a general liability insurance policy in an insurance company or companies licensed to do business in the State of Kansas selected by Lessee, that includes losses of whatsoever kind arising from Lessee's occupancy and operation of the leased premises in an amount not less than the maximum liability of a governmental entity for claims arising out of a single occurrence as provided by the Kansas Tort Claims Act or other similar future law (currently \$500,000 per occurrence) which policy shall provide that such insurance may not be canceled by Lessee without at least thirty (30) days advance written notice to Lessee and Lessor. Such insurance shall be maintained throughout the term of this Lease or any renewal, and must name Lessor as an additional insured. As an alternative, Lessee may provide such insurance through an appropriately funded self-insurance program subject to the requirement that Lessor shall, for the purpose of the Lessee's self-insurance program, be an additional insured under the Lessee's self-insurance program.

(c) Lessee shall provide such insurance as it desires on its equipment, fixtures and furnishings. All proceeds of such policies shall be payable and belong to Lessee.

(d) Certificates of insurance evidencing the insurance required hereunder or proof of self-insurance shall be provided by the parties to each other.

23. Waiver of Subrogation. Each party to this Lease waives any and every claim that arises or may arise in its favor against the other party during the Term of this Lease for any and all loss of, or damage to, any of its property located within or upon, or constituting a part of, the Premises, to the extent the loss or damage is covered by and recoverable under valid and collectible insurance policies. All insurance policies carried by a Party covering the Premises shall expressly waive any right on the part of the insurer against the other Party.

24. Time of Essence. Time is of the essence of this Lease.

25. Notices. Each notice ("Notice") provided for under this Lease must comply with the requirements of this paragraph. Each Notice shall be in writing and sent by nationally recognized overnight courier, or by depositing it with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed to the appropriate party as hereinafter provided. Each Notice shall be effective upon being so deposited, but the time period in which a response to any Notice must be given or any action taken with respect thereto shall commence to run from the date of receipt of the Notice by the addressee thereof, as evidenced by actual receipt, if by overnight delivery, the return receipt, if by certified mail. Rejection or other refusal by the addressee to accept or the inability to deliver because of a changed address of which no Notice was given shall be deemed to be the receipt of the Notice sent. Any party shall have the right from time to time to change the address or individual's attention to which Notices to it shall be sent (provided such address is not changed to a post office box) by giving to the other party at least ten (10) days prior notice thereof. The addresses of the parties shall be those set forth below:

Lessor: City of Wichita, Kansas  
Office of Property Management  
City Hall, 13<sup>th</sup> Floor  
455 North Main  
Wichita, Kansas 67202  
Attention: John Philbrick, Property Manager

Lessee: Kansas Elks Training Center for the Handicapped, Inc.  
1006 E. Waterman  
Wichita, Kansas, 67211  
Attention: Ron Pasmore, President/CEO

26. Entire Agreement. The Lease contains the entire agreement of Lessor and Lessee, and no other matters or agreements between the parties, either oral or written, will be of any effect.
27. Quiet Enjoyment. Lessor warrants that it has good and indefeasible fee simple title to the Osage Center, including the Premises, subject to easements and restrictions of record, and has the lawful authority to enter into this Lease. Lessor further warrants that Lessee, subject to the terms and conditions of this Lease and easements and restrictions of record, will peaceably and quietly hold and enjoy the Premises and use the Common Area during the Term without hindrance or interruption by anyone claiming by, through or under Lessor, so long as no Default by Tenant shall occur.
28. Force Majeure. Except for payment of Rent, Taxes and Insurance in the event that Lessor or Lessee shall be delayed or hindered in, or prevented from, the performance of any work, service or other act required under this Lease to be performed by either Lessor or Lessee and such delay or hindrance is due to strikes,

lockouts, acts of God, governmental restriction, enemy act, civil commotion, unavoidable fire or other casualty, or other cause of a like nature beyond the reasonable control of Lessor or Lessee, then performance of such work, service, or other act shall be excused for the period of such delay, and the period for the performance of such work, service, or other act shall be extended for a period equivalent to the period of such delay.

29. Governing Law. This Lease is to be governed by and construed under the laws of the State of Kansas.
30. Severability. If any one or more of the provisions in this Lease are for any reason held by a court of competent jurisdiction to be invalid, illegal, or unenforceability will not affect any other provision of the Lease, which will be construed as if it had not affect any other provision of the Lease, which will be construed as if it had not included the invalid, illegal or unenforceable provision.
31. Non-Discrimination. Lessee agrees to comply with the requirements of City of Wichita Administrative Regulation #23, Nondiscrimination and Equal Opportunity Statement, which is marked Exhibit "A" hereto and incorporated herein.
32. Taxes, Real and Personal Property. Lessee shall be liable for all taxes levied against personal property, furniture, or fixtures placed by Lessee in the demised premises. If any such taxes for which Lessee is liable are levied or assessed against the Lessor, or Lessor's property, or if the assessed value of the Lessor's property is increased by inclusion of such personal property of the Lessee, the Lessee shall pay all such taxes within twenty (20) days from the date of a demand notice from the Lessor. If Lessee's use of the property causes ad valorem taxes to be levied against the leased premises, Lessee shall be responsible for payment of all such ad valorem taxes. Lessee shall pay all such taxes within twenty (20) days from the date of a demand notice from the Lessor.
33. Miscellaneous.
  - (a) If any term, covenant, condition or provision of this Lease, or the application thereof to any person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby; and each term, covenant, condition and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.
  - (b) The failure of either party to seek redress for violation of, or to insist upon strict performance of any term, covenant, condition or provision contained in this Lease, shall not prevent a similar subsequent act from constituting a default under this Lease.



- (c) Lessor and Lessee represent to each other that no broker or person is entitled to any commission by reason of the negotiation and execution of this Lease. Lessor and Lessee agree to hold each other harmless against any and all claims by any person for brokerage commissions arising out of any conversation, negotiations or other dealings held by the other party with any broker regarding this Lease.
- (d) This instrument contains the entire agreement and only agreement between the parties relating to the subject matter hereof, and no oral statements or representations or written matter contained in this instrument shall have any force or effect. This Lease shall not be amended or modified in any way except by a writing executed by both parties.
- (e) The relationship between the parties hereto is solely that of Lessor and Lessee, and nothing in this Lease shall be construed as creating a partnership or joint venture between the parties hereto, it being the express intent of Lessor and Lessee that the business of Lessee on the Premises and elsewhere, and the good will thereof, shall be and remain the sole property of Lessee.

IN WITNESS WHEREOF, the parties hereto have executed this Lease this \_\_\_\_ day of November, 2012.

LESSEE:  
Kansas Elks Training Center  
for the Handicapped, Inc.:

  
\_\_\_\_\_

LESSOR:  
City of Wichita, Kansas:

\_\_\_\_\_

ATTEST:

\_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Gary E Rebenstorf, Director of Law

## **EXHIBIT "A"**

### **REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
  - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
  - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
  - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
  - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.

C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:

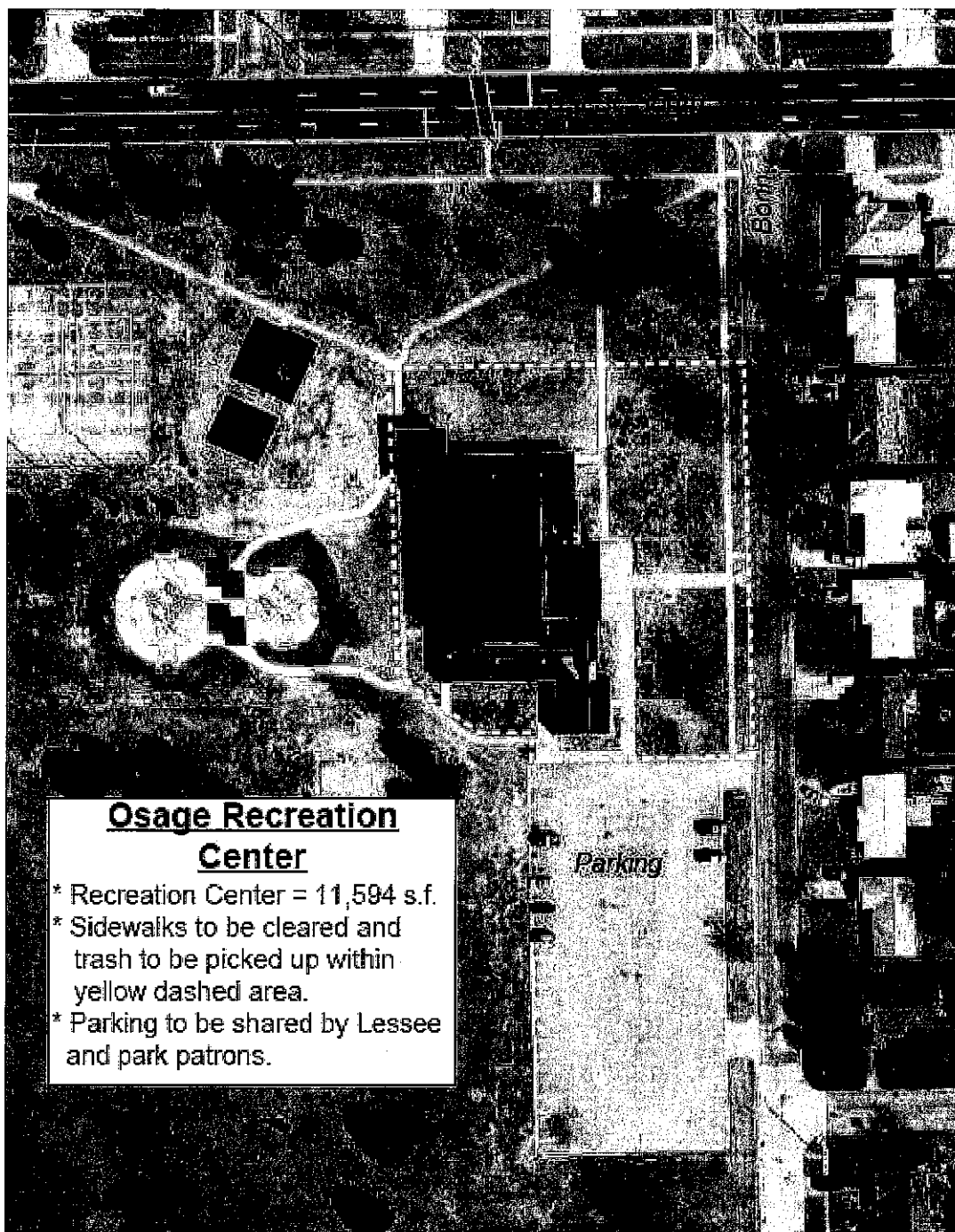
1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

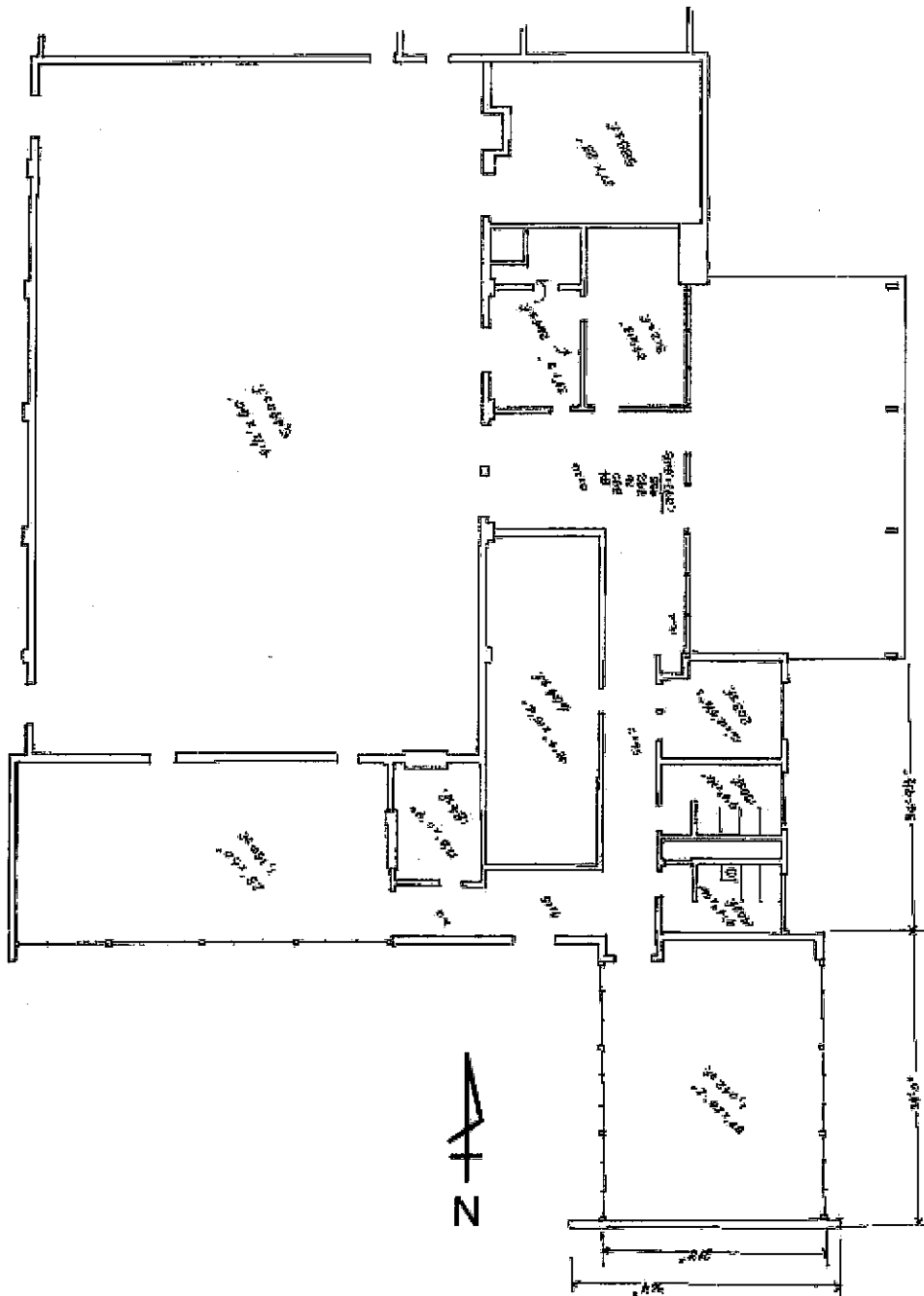
1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

## ATTACHMENT "B-1"

-Will show a map of the Osage Center with the total square footage and delineating the portion of the Center that will be leased to Lessee pursuant to this document and designated as the "Premises."



# ATTACHMENT "B-2"



## ATTACHMENT "C"

Furnishings, fixtures and equipment supplied by the Lessor at the beginning of the lease, to be maintained in substantially the same condition as received, regular maintenance and repairs at the Lessee's expense.

### Furniture

- 1 Wood Desk
- 2 Metal Desks
- 1 Computer Desk (no drawers; holds a monitor and keyboard)
- 3 Cloth chairs with armrest
- 2 Cloth chairs
- 1 Small copier cabinet (with drawer)
- 17 Plastic chairs
- 1 Piano with bench

### Miscellaneous equipment

- 2 Coat racks
- 13 Crash pads (that go on gym walls)
- 1 Ice Machine
- 3 Metal trash cans (small)
- 2 Purse racks (in Gym-they roll)
- 2 Bleachers (they are moveable)
- 1 Large plastic trash can
- 3 Small gray trash cans

## **ATTACHMENT "D"**

The following modifications and repairs to be made by LESSEE prior to beginning operations pursuant to this Lease:

- Enlarge space next to bathrooms for additional bathroom stalls and adult changing room space.
- Arrange office space and office furniture for the KETCH Program Coordinator.
- Arrange program furniture, equipment, and supplies in areas that will be utilized for core operations.
- Install 2 washer/dryer hook-ups for daily laundry.
- Install Internet, computer, files, phone, fax, cable and copier prior to first day of operation. Cable TV will need to be installed in an activity area for use by consumers prior to first day of operation.
- Install a video monitoring system in the building and around the perimeter that is compatible with the city's system for monitoring other city-owned properties.



## **ATTACHMENT "E"**

The following modifications and repairs to be made by LESSOR prior to beginning operations pursuant to this Lease:

- Remodel the bathrooms to make them ADA handicapped accessible.
- Repair any roof leaks and damaged guttering.
- Check that HVAC system is functioning properly and repair if necessary.
- Thoroughly clean the building.
- Exterminate the building interior and perimeter for insects, rodents, etc.
- Remove all building and property graffiti.
- Remove steel pole close to parking lot and the handicapped accessible entrance.
- Paint the interior/exterior of the building, including trim.
- Repair any unlevel sidewalks or walkways leading to the building as necessary.
- Repair or replace any inoperable drinking fountains in the building.
- Repair or replace any exterior doors and weather stripping as necessary.
- Repair or replace any lighting fixtures that are not functioning properly.
- Replace broken or cracked windows.
- Replace missing screens on windows.
- Replace exterior wooden doors with steel doors for security purposes.
- Replace appliances in the kitchen that are not operational.
- Repair locker room showers. This room will be utilized by the program to assist persons served with personal hygiene needs.

**City Council Meeting**  
November 20, 2012

**TO:** Mayor and City Council

**SUBJECT:** Neighborhood Clean-up Program

**INITIATED BY:** City Manager's Office

**AGENDA:** New Business

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**Recommendation:** Approve new program design.

**Background:** The City of Wichita has operated a neighborhood clean-up program for the last 25 years. The program's focus shifted from a City-wide free waste disposal day to a neighborhood association/group organized event in 1999. Neighborhoods are responsible for submitting neighborhood clean-up applications, attending training, notifying neighbors, recruiting volunteers to load trash and debris into trash trucks, and coordinating and monitoring the clean-up.

Neighborhood clean-ups are hosted annually throughout Wichita. The City helps organize and provides funding for equipment and disposal fees for approximately 80 neighborhood clean-ups per year. Clean-ups range from large-scale, neighborhood wide clean-ups to small, one to two block clean-ups (in areas without a neighborhood association).

The current program allows for any neighborhood in Wichita to apply, as long as it organizes volunteers, coordinates and monitors the clean-up event, notifies the neighborhood, attends training, and completes all the necessary paperwork. Citizens can apply for a City sponsored clean-up beginning January 1<sup>st</sup> of each year. Applications are approved on a first-come-first-served basis.

**Analysis:** Historically, the neighborhood clean-up program allowed for all neighborhoods in Wichita to apply for assistance with waste disposal. On May 15, 2012, the City Council took action to reduce neighborhood clean-up funding by \$50,000. After the budget cut, staff reviewed the 2012 neighborhood clean-up schedule to determine if the number of clean-ups needed to be reduced based on available funding. It was determined that the new budget would allow for all scheduled clean-ups to be completed for 2012. Staff determined that it needed to more closely monitor the budget and invoices paid (e.g. clean-ups that could be charged to grant budgets should be charged accordingly before using the budget from the tipping fees).

Staff also performed a comprehensive administrative review of the program. That process included a peer City review, a determination of partnership opportunities, and an evaluation of neighborhood need.

The peer city review included Oklahoma City, Fort Worth, Omaha, and Sedgwick County. This review found that each of the peer cities had franchised trash service, offering a trash program that was inclusive of bulky waste pickup, tree waste pickup, and annual clean-ups. Sedgwick County offers a "free trash dump" coupon which allows residents to dispose of trash at one of the transfer stations.

As a result of the program evaluation, staff determined that it needed to look at the design of the neighborhood clean-up program differently. Staff is recommending that the program be redesigned to be a need-based program. The program will look at the median income of an area and determine if the neighborhood could participate in the program at "no cost" and/or utilize a new program component, the *Dollar for Doers* incentive. This program provides a dollar-for-dollar match for clean-up costs.

The ***Dollar for Doers*** incentive is a program that will provide financial support to neighborhoods based on the income of the neighborhood and residents. Neighborhoods that participate in the ***Dollars for Doers*** program will be responsible for submitting a payment 30 days prior to its scheduled clean-up date. The payment amount will be based on an estimate of the prior year's expenditure. Neighborhoods will then receive a final bill based on the actual cost of the clean-up. If a payment is not received for the additional cost, the neighborhood would be prohibited from receiving matching funds for clean-ups in a future year. Refunds will be issued if the actual cost is under the amount paid based on the estimate.

The criteria for determining the thresholds for city funded clean-ups would be based on median incomes from the 2010 census data. Neighborhoods whose median income is very low to low-moderate will qualify for a "no cost" clean-up. Neighborhoods whose median income is moderate will qualify for a ***Dollars for Doers*** clean-up based on fund availability. Neighborhoods whose median income is high will **NOT** be eligible for a city-funded clean-up.

MEDIAN INCOME CATEGORY	
VERY LOW	9,849.00 – 22,180
LOW-MODERATE	22,180.01 – 44,360
MODERATE	44,360.01 – 88,720
HIGH	88,720.01 – 208,594

Citizen engagement was another process staff used to get feedback from the community regarding the proposed changes to the neighborhood clean-up program. Staff met with Wichita Independent Neighborhoods, District Advisory Boards, and neighborhood associations to solicit feedback on the proposed changes.

The following summarizes some of the issues identified by citizens: the need to develop a plan to fund the program once the landfill closes as landfill revenues will no longer be available to support the program; a suggestion to modify the program to exclude high income neighborhoods from receiving assistance; a requirement for volunteers to participate in clean-ups and the ability to charge neighborhoods for costs associated with the clean-ups if they do not participate; and a suggestion to develop a reward system for recycling that could be applied to the ***Dollars for Doers*** Program.

Staff considered the suggestion to modify the program to allow moderate income neighborhoods to participate in the ***Dollars for Doers*** program and to exclude high income neighborhoods from receiving any assistance and incorporated these suggestions into the final program proposal.

Starting in 2013, the neighborhood clean-up program will be administered through the Neighborhood Services Division with applications submitted to the Neighborhood Assistant in each district.

**Financial Considerations:** This action would not require any additional funds beyond those already approved in the 2013 Adopted Budget and grant budgets on August 14, 2012. Funding includes \$100,000 from landfill tipping fees, \$50,000 in Community Development Block Grant funds, and \$37,500 in Community Services Block grant moneys.

**Legal Considerations:** The Law Department has reviewed the proposed program and there are no legal considerations.

**Recommendations/Actions:** It is recommended that the City Council approve new program design.

City of Wichita  
City Council Meeting  
November 20, 2012

**TO:** Mayor and City Council

**SUBJECT:** Brownfields Area-Wide Planning Grant Application (Districts IV and VI)

**INITIATED BY:** Metropolitan Area Planning Department

**AGENDA:** New Business

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**Recommendation:** Approve the grant application.

**Background:** Project Downtown: The Master Plan for Wichita identifies nine publicly-owned catalyst sites as important strategic assets to help achieve the plan's goals through redevelopment of the sites. Many of the catalyst sites are classified as brownfields, which means redevelopment is complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. Therefore, the City participated in a U.S. Environmental Protection Agency (EPA) program called Target Brownfields Assessment in order to identify the hazardous substances, pollutants, or contaminants that need to be remediated in order for the catalyst sites to be redeveloped.

The EPA also sponsors the Brownfields Area-Wide Planning Grant (AWP Grant), which provides up to \$200,000 with no local match requirement to local governments for environmental remediation and redevelopment plans that facilitate the cleanup and reuse of brownfield sites. The AWP Grant targets high-priority catalyst sites, the redevelopment of which will promote area-wide revitalization. The attached map identifies the two Project Downtown catalyst sites that are proposed to use AWP Grant funding for site-specific environmental remediation and redevelopment plans. The two catalyst sites along the Arkansas River between Douglas and First Street were selected because the river corridor is a high priority area for redevelopment and AWP Grant funds will assist with site planning needed to construct a new Central Library as the anchor of Catalyst Site 1. Additionally, the other Project Downtown catalyst sites are located within the Gilbert and Mosley Environmental Area and, therefore, are ineligible for AWP Grant funding.

**Analysis:** Applying for \$200,000 in AWP Grant funding is proposed. The following environmental remediation and redevelopment plans for the two catalyst sites are proposed to be funded by the AWP Grant.

1. **Environmental Remediation Plan - \$67,500:** The Targeted Brownfields Assessment identified minor soil and groundwater contamination on the two catalyst sites that needs to be remediated prior to redevelopment. AWP Grant funding will be used to develop site-specific environmental remediation plans for both sites.
2. **Platting - \$60,000:** Neither of the two catalyst sites is platted, which means building permits cannot be issued for either site. Platting will survey each site and determine lot lines, right-of-way, building setbacks, utility easements, and site drainage.
3. **Infrastructure Concept Plan - \$30,000:** Project Downtown recommends street reconfiguration for Sycamore and McLean to facilitate redevelopment of Catalyst Site 1. AWP Grant funding will be used to develop concept plans for the street reconfiguration, including determining necessary utility relocations and improvements to serve the catalyst sites. Additionally, AWP Grant funding will be used to refine concept plans for riverbank improvements adjacent to both catalyst sites.
4. **Redevelopment Strategies - \$17,500:** Project Downtown recommends a redevelopment concept for both catalyst sites. AWP Grant funding will be used to refine these redevelopment concepts

to incorporate the environmental remediation plans, platting, and infrastructure concepts and develop specific strategies for accomplishing redevelopment of the sites.

5. Community Engagement - \$25,000: The AWP Grant requires an extensive community engagement process. The community engagement process will include stakeholder meetings, online surveys, social media, and presentations to advisory boards to review plan options and select final plans for approval based on community input.

**Financial Consideration:** The AWP Grant program does not require a local match.

**Legal Consideration:** None.

**Recommendation/Actions:** It is recommended that the City Council approve the Brownfields Area-Wide Planning Grant Application and authorize the necessary signatures.

**Attachments:** Map

It is understood that while the City of New York Data Center (Designated Information Systems Department) have no intention, and reason to believe that there are millions of dollars in information incorporated in the book may, the Data Center does not intend to use the materials or information, either expressed or implied, with respect to the information, or data acquired.

Note: Public property incorporated in this material is not intended to be insured.



[illegible]

**City of Wichita  
City Council Meeting  
November 20, 2012**

**TO:** Mayor and City Council

**SUBJECT:** Banking Services Selection

**INITIATED BY:** Department of Finance

**AGENDA:** New Business

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**Recommendation:** Adopt the resolution.

**Background:** A Request for Proposal (RFP) for banking services was distributed to 50 financial institutions and five responses to the RFP were received in April 2012. Some of the major banking services covered in the RFP include depository and zero balance accounts, wire transfers, vault services, automated clearinghouse transactions (ACH), positive pay, safekeeping, debit filters and blocks, collateralization of deposits, electronic reporting and account reconciliation. Following initial evaluation of the responses to the RFP by the Staff Screening and Selection Committee, three of the five firms were selected for interviews and further evaluation.

**Analysis:** Responses to the RFP were evaluated based on the provider's understanding and ability to meet the requirements of the RFP, the firm's ability to meet the City's current and projected service needs, qualifications and expertise, experience managing similar accounts, technology, customer service and cost. Following the interviews by the Staff Screening and Selection Committee, INTRUST BANK, N.A. was selected as the best proposal meeting the needs of the City for banking services. The Staff Screening and Selection Committee consisted of six members from the City Manager's Office, Finance, Information Technology and Law Departments.

In accordance with provisions of the RFP and response, the term for banking services is for one year with options to renew for four additional one year terms.

**Financial Considerations:** The estimated annual cost based on the response to the RFP for banking services is approximately \$92,000. Banking services are charged to appropriate Departments outside the General Fund and are also funded, in part, through interest earnings on the City's pooled funds investment portfolio.

**Legal Considerations:** The resolution has been reviewed and approved as to form by the Law Department.

**Recommendations/Actions:** It is recommended that the City Council adopt the resolution approving the selection of INTRUST Bank, N.A. as the City's banking services provider and authorizing the preparation, execution and delivery of certain agreements in connection with the City's banking services.

**Attachment:** Resolution



## **RESOLUTION NO. 12-246**

A RESOLUTION OF THE CITY OF WICHITA, KANSAS, APPROVING THE SELECTION OF INTRUST BANK, N.A., AS A BANKING SERVICES PROVIDER AND AUTHORIZING THE PREPARATION, EXECUTION AND DELIVERY OF CERTAIN AGREEMENTS IN CONNECTION THEREWITH.

**WHEREAS**, the City of Wichita (the "City") has issued a Request for Proposal seeking responses for the provision of certain, specified banking services in relation to City funds and accounts; and,

**WHEREAS**, INTRUST Bank, N.A. (the "Bank") submitted the best proposal meeting the City's current needs and requirements; and,

**WHEREAS**, the City of Wichita has existing agreements for primary banking services with INTRUST Bank, N.A. and,

**WHEREAS**, INTRUST Bank, N.A. (the "Bank") is qualified to serve as a designated depository of municipal funds and is capable of providing arrangements meeting the City's current needs and requirements;

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:**

**Section 1. Approval of Bank Selection.** The governing body approves the selection of the Bank to provide banking services required by the City, including service as a designated depository of municipal funds pursuant to K.S.A. 9-1401, which deposits are to be secured by pledges of acceptable securities, as provided by the City's Investment Policy, K.S.A. 9-1402 and K.S.A. 9-1405, all as amended.

**Section 2. Transfer Authority and Execution of Documents.** The City Manager is hereby authorized and directed to agree upon, with representatives of the Bank, and to enter into agreement(s) setting forth, the terms and conditions upon which the Bank, in accordance with the specifications established by the City's Finance Department (and in forms approved by the City Attorney), will receive and maintain deposits and make transfers of the City's funds to or from any account of the City, wherever maintained, or from any account of the City to any firm, person, or bank, when acting upon requests, or orders, and that such terms and conditions may authorize the Bank to act upon requests received by voice communication given in accordance with procedures agreed upon with the Bank in writing and signed by either of the City's officers or agents listed below:

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Robert Layton, City Manager

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Kelly Carpenter, Director of Finance

Furthermore, the City Clerk or any Deputy City Clerk is hereby authorized and directed to attest to any such agreement(s), for and on behalf of the City.

**Section 3. Delivery of Documents; Further Authority.** The City Manager, City Clerk or other appropriate officers, agents or representatives of the City, are hereby authorized and directed to deliver the above-referenced agreement(s), and to execute and deliver such other documents and certificates as may be approved by the City Attorney as documents necessary and appropriate to carry out the intent of this Resolution.

**Section 4. Certification.** The City Clerk or any Deputy City Clerk is hereby authorized and directed to certify this Resolution to the Bank.

**Section 5. Effective Date.** This Resolution shall take effect immediately upon its passage by the Governing Body of the City.

**ADOPTED AND APPROVED** by the Governing Body of the City of Wichita, Kansas, on November 20, 2012.

(Seal)

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Carl Brewer, Mayor

ATTEST:

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Karen Sublett, City Clerk

APPROVED AS TO FORM

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Gary E. Rebenstorf, Director of Law

**City of Wichita  
City Council Meeting  
November 20, 2012**

**TO:** Mayor and City Council

**SUBJECT:** Revision of City Council District Boundary Lines

**INITIATED BY:** Law Department

**AGENDA:** New Business

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**Recommendation:** Approve the proposed City Council district boundaries and place the ordinance on first reading.

**Background:** Charter Ordinance 173 provides for the revision of the City Council district boundaries every ten years based on the decennial census data or at other intervals if the district populations get out of balance. The districts were last revised in December of 2002. On July 10, 2012, the City Council authorized the establishment of a Commission of Electors to study and recommend revisions to the Wichita City Council district boundaries. At a workshop on September 25, 2012, the Commission of Electors presented a map for consideration by the City Council. Following discussion, staff was directed to return the issue back to the City Council for further reconsideration.

On October 30, 2012, a special meeting was held by the City Council to re-consider options for redistricting. At that time, the City Council approved City Council representatives from Districts I, II and III to meet with staff to develop a revised redistricting map. On November 6, 2012, following comments from the public, the attached redistricting map was approved by the City Council. Staff was directed to draft the applicable redistricting ordinance for the City Council's approval.

**Analysis:** District boundaries must be re-established by December 31, 2012, for the next City Council elections to be held in February (primary) and April (general) of 2013. The current population of the City of Wichita has been established at 382,368, based on census data. Per the Charter Ordinance, the population of each district must approximate one-sixth ( $1/6^{\text{th}}$ ) of the total population, which is 63,728. The population of each district may deviate from that standard by up to five percent (5%), plus or minus, thereby requiring that the population ranges must fall within the range of 60,542 to 66,914. The district boundaries proposed would rebalance population among the districts, as shown below:

	<u>Current Population</u>	<u>Proposed Population</u>
District I	59,055	63,531
District II	71,682	62,560
District III	57,617	64,330
District IV	62,233	62,335
District V	71,872	63,169
District VI	59,909	65,461

The proposed ordinance meets the requirements set forth in Charter Ordinance 173 for population and boundary lines.

**Financial Considerations:** Any expenses necessary to implement the change in boundaries will be paid

from the General Fund.

**Legal Considerations:** The Ordinance approving the new district boundaries has been reviewed and approved as to form by the Law Department.

**Recommendations/Actions:** It is recommended that the City Council approve the proposed City Council district boundaries and place the ordinance on first reading.

**Attachment:** Proposed Ordinance and Redistricting Map.

First Published in The Wichita Eagle on December 7<sup>th</sup>, 2012

ORDINANCE NO.49-398

AN ORDINANCE CREATING AND ESTABLISHING DISTRICTS FOR THE ELECTION OF CITY COUNCIL MEMBERS TO THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS AS PROVIDED FOR BY CHARTER ORDINANCE NO. 173 OF THE CODE OF THE CITY OF WICHITA, KANSAS AND REPEALING ORDINANCE NO. 45-514 OF THE CITY OF WICHITA, KANSAS WHICH PREVIOUSLY CREATED SUCH DISTRICTS.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. The following districts identified by precinct number, as assigned by the Sedgwick County Election Commissioner are hereby established as City of Wichita Council Member Election Districts for the purposes set forth in City of Wichita Charter Ordinance No. 173.

- District I: 101, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 126A, 127, 127C, 129, 130, 131, 132, 201, 202, 203, 204.
- District II: 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 220A, 220B, 220C, 221, 222, 223, 224, 225, 226, 226A, 227, 227A, 227B, 227D, 228, 228A, 230, 230A, 230B, 230C, 231, 233, 234, 235, 236, M106.
- District III: 102, 128, 232, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 311B, 311C, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 323A, 324, 325, 326, 421.
- District IV: 404, 405, 406, 407, 408, 409, 410, 411, 412, 412A, 412B, 413, 414, 414A, 415, 416, 416A, 416B, 416C, 417, 418, 419, 420, 422, 423, 424, 424A, 424B, 424C, 424D, 424E, 424G, 424H, 424I, 425, 425A, 426, 428, 429, 505, 520, 521, 532, 533, 535, 537, 537A, 537B.
- District V: 503, 504, 506, 507, 508, 509, 510, 511, 512, 513, 513C, 514, 515, 516, 517, 518, 519, 522, 523, 524, 525, 526, 527, 528, 529, 529A, 529B, 529C,

529D, 529E, 529F, 530, 531, 534A, 538, 538A.

District VI: 401, 402, 403, 501, 502, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 616 S29, 617, 618, 619, 620, 620 S27, 621, 621A, 622, 622A, 622C, 623, 623A, 624, 625, 626, 627, 628.

SECTION 2: Ordinance No. 45-514 of the City of Wichita is hereby repealed.

SECTION 3: This Ordinance shall take effect on December 31, 2012, following its adoption and publication once in the official City newspaper.

PASSED by the governing body of the City of Wichita, Kansas, this 4th day of December, 2012.

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Carl Brewer, Mayor

ATTEST:

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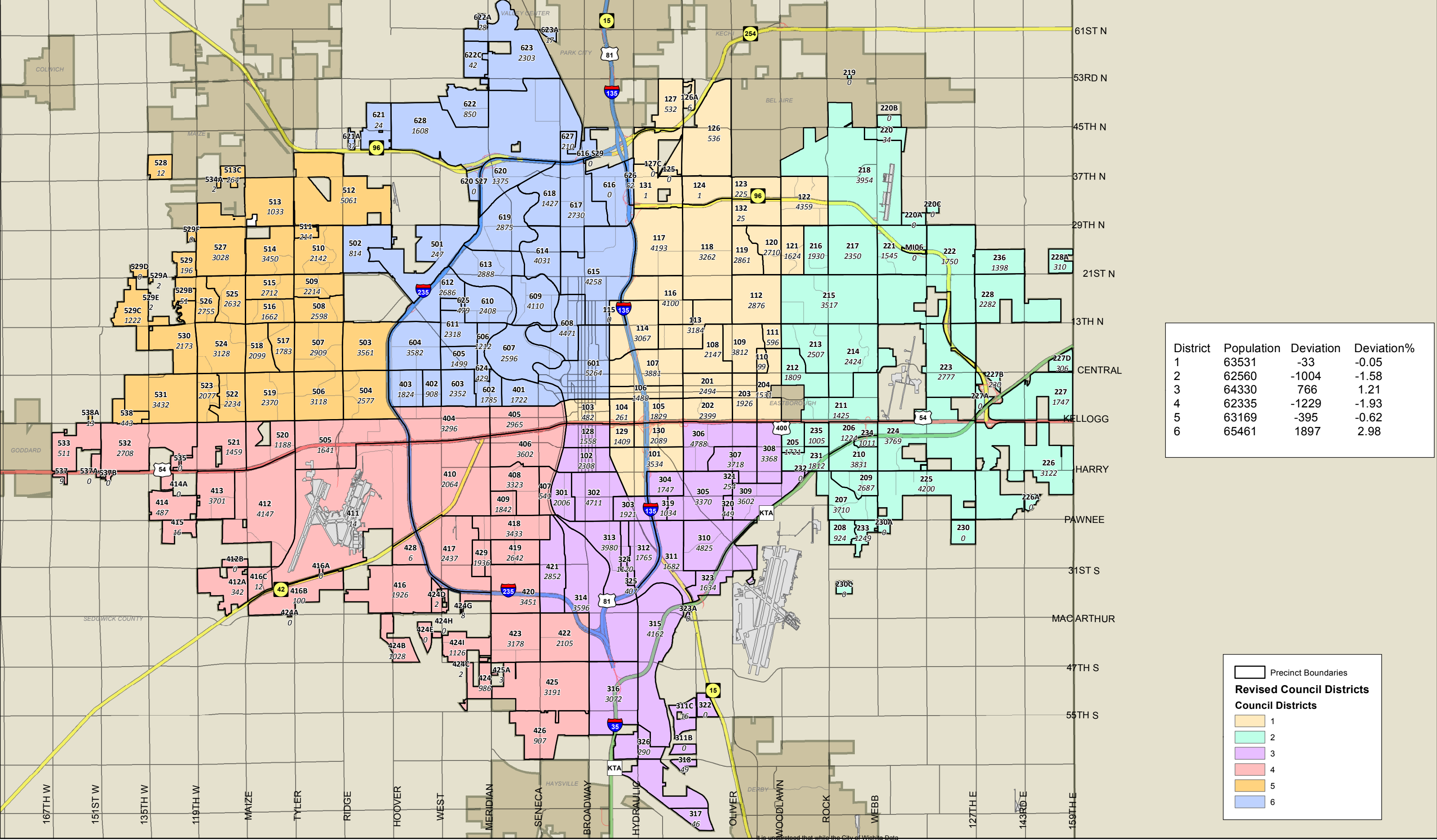
Karen Sublett, City Clerk

Approved as to Form:

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Gary E. Rebenstorf  
Director of Law

CITY OF WICHITA- PROPOSED CITY COUNCIL DISTRICTS



District	Population	Deviation	Deviation%
1	63531	-33	-0.05
2	62560	-1004	-1.58
3	64330	766	1.21
4	62335	-1229	-1.93
5	63169	-395	-0.62
6	65461	1897	2.98

Precinct Boundaries

Revised Council Districts

Council Districts

1

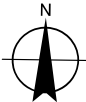
2

3

4

5

6



Software: ArcGIS Ver. 10  
Hardware: Dell Xeon  
Plotter: HP 5000PS  
Map Data Source:  
Road centerlines provided by City of Wichita GIS and Sedgwick County GIS.

It is understood that while the City of Wichita Data Center Geographical Information Systems Department have no indication and reason to believe that there are inaccuracies in information incorporated in the base map, the Data Center-GIS personnel make no warranty or representation, either expressed or implied, with respect to the information, or data displayed.  
Note: Public property represented on this map is not intended to be inclusive.

Date: 11/9/2012

Path: E:\CouncilRedist\final\2ndFinalClerkCopy.mxd

City of Wichita  
City Council Meeting  
November 20, 2012

**TO:** Mayor and City Council

**SUBJECT:** PUD2012-00002 – Create Planned Unit Development PUD #38, Indian Hills Planned Unit Development, on property zoned B Multi-family Residential (“B”), generally located south of 13<sup>th</sup> Street North and east of Meridian Avenue (2425 W. 13<sup>th</sup> Street North). (District VI)

**INITIATED BY:** Metropolitan Area Planning Department

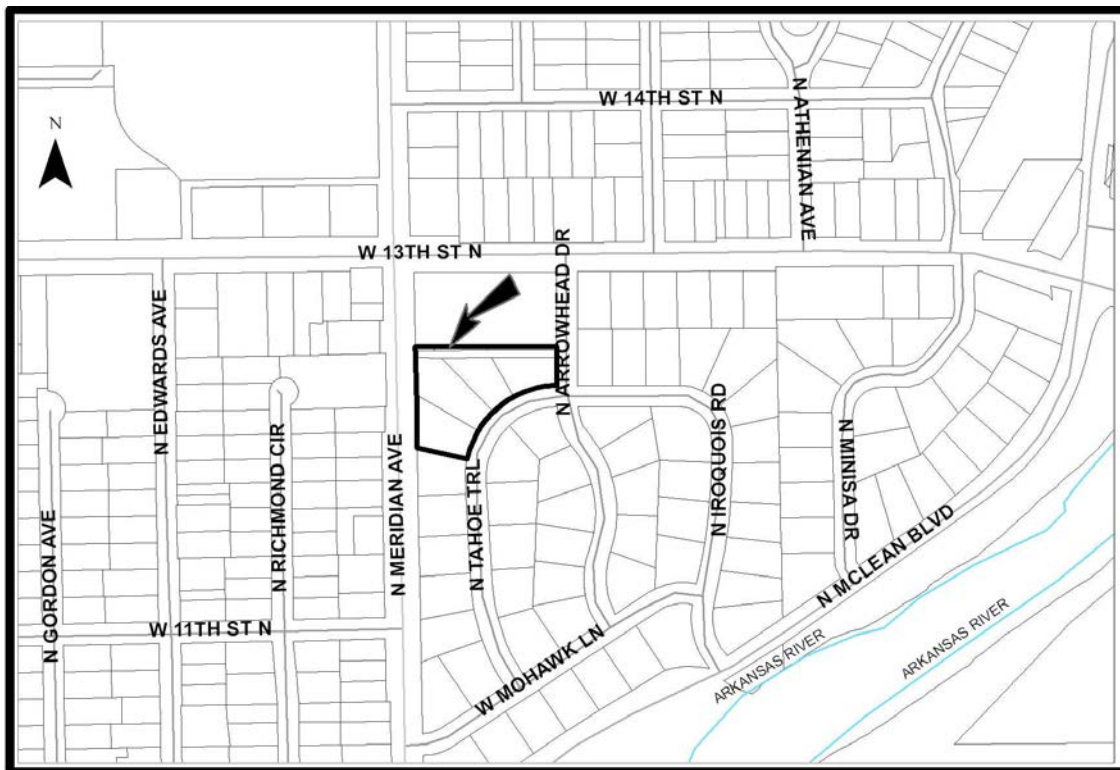
**AGENDA:** Planning (Non-Consent)

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**DAB Recommendation:** Approve subject to revisions: Uses shall be restricted to those allowed by right in the (NR) Neighborhood Retail Zoning District plus outdoor storage, display and warehousing ancillary to uses occurring on Lot 1 of the Indian Hills 2<sup>nd</sup> Addition and Parcel 1 of the PUD2012-02 application area; and, require solid screening along the Tahoe Trail tree line in lieu of or in conjunction with the existing tree line (7-0).

**MAPC Recommendations:** Approve, as submitted (10-0).

**MAPD Staff Recommendations:** Approve, as submitted.





**BACKGROUND:** The applicants propose replacing the currently B Multi-family Residential (“B”) zoning on this platted property with the proposed PUD #38, the Indian Hills Planned Unit Development (“PUD”), see the attached PUD document. The applicants’ site is platted urban scale residential lots along North Tahoe Trail; the site is used as parking for the commercial development to the north. The applicant now desires to develop this site with indoor storage, outdoor storage and display for the hardware store north of this site, and provide additional building space for lease to contractors for offices and storage. The applicants’ proposed PUD shows the existing and proposed development, proposed development standards and uses.

North of the application area is the LC Limited Commercial (“LC”) zoned Indian Hills shopping center fronting on 13<sup>th</sup> Street North. South and east of the site is an SF-5 Single-family Residential (“SF-5”) zoned single-family neighborhood. West of the site is B zoning with multi-family development and TF-3 Two-Family Residential (“TF-3”) zoning with single and two-family development.

The applicants’ propose that all uses by right in the GC General Commercial (“GC”) zoning district be permitted with the following exceptions: Auditorium or Stadium, Cemetery, Correctional Placement Residence Limited and General, Day Care, Golf Course, Hospital, Recycling Collection Station Private and Public, Recycling Processing Center, Reverse Vending Machine, Bed and Breakfast Inn, Car Wash, Funeral Home, Hotel or Motel, Kennel, Marine Facility Recreational, Microbrewery, Monument Sales, Nightclub, Recreation in the City – Indoor and Outdoor, Recreational Vehicle Campground, Rodeo in the City, Riding Academy or Stable, Sexually Oriented Business, Tattooing and Body Piercing Facility, Tavern or Drinking Establishment, Vehicle and Equipment Sales, Asphalt or Concrete Plant, Vehicle Storage Yard, Pawnshop, and offices that accept paycheck or car titles as security for loans.

Signage is limited to the NO Neighborhood Office (“NO”) district limitations with one 96-square foot, 16-foot tall monument sign along Meridian. The following signs are prohibited: billboards, off-site, portable, animated, flashing, moving, interior window display, banners, commercial balloons, commercial flag, pennant, electronic message, roof and temporary. Building signs are prohibited on the south and west building facades.

Proposed setbacks are 35 feet, parking is to be provided per the UZC. Light poles are limited to 15 feet in height and shielded downward. Utilities are to be installed underground. Landscaping is required per the City Landscape Code. All screening is required per the UZC. Mature trees along Tahoe Trail will be maintained and used towards the landscaping and screening requirement. Buildings in the PUD shall share architectural character, color and texture, and shall be primarily earth-tone colors. Outdoor display is prohibited within 50 feet of the south or west property lines, outdoor storage shall only be where noted on the PUD document.

**Analysis:** At the MAPC meeting held September 20, 2012, the MAPC voted (10-0) to approve the PUD request. No citizens spoke at the MAPC hearing regarding this request. District Advisory Board (DAB) VI heard this request on September 19, 2012. The DAB voted to approve subject to the following revisions: uses shall be restricted to those allowable by right in the (NR) Neighborhood Retail Zoning District plus outdoor storage, display and warehousing ancillary to uses occurring on Lot 1 of the Indian Hills 2<sup>nd</sup> Addition and Parcel 1 of the PUD2012-02 application area; and, require solid screening along the Tahoe Trail tree line in lieu of or in conjunction with the existing tree line (7-0). One neighboring property owner spoke at the DAB hearing voicing concern with more trash dumpsters being visible from her home, noise associated with trash pick-up at early morning hours, and adequate screening. No protests were received during the two-week protest period following the MAPC hearing.

Following the MAPC hearing, the applicant indicated to Planning Staff that they would be willing to also eliminate the following uses: Convenience Store; drive-through for a Restaurant; Service Station; Manufacturing, Limited and General; Welding or Machine Shop; and by Conditional Use: Gas and/or Fuel Storage and Sales. The applicant indicated that he would be willing to restrict Vehicle Repair, Limited to motorcycle service and accessory sales. The applicant amended the submitted PUD document

to reflect these changes. The WCC heard this item on November 6, 2012; the item was deferred to the November 20, 2012 hearing in order to include the amended PUD document for consideration.

**Financial Considerations:** There are no financial considerations associated with the PUD request.

**Legal Considerations:** The ordinance has been reviewed and approved as to form by the Law Department.

**Recommendation/Actions:** 1) Adopt the findings of the MAPC and approve PUD #38 as originally submitted, authorize the Mayor to sign the ordinance and place the ordinance on first reading (simple majority vote required); 2) approve the PUD request subject to amendments made following the MAPC hearing and the PUD document attached to this report, authorize the Mayor to sign the ordinance and place the ordinance on first reading (two-thirds majority vote required); 3) deny the request by making alternate findings (two-thirds majority vote required) or 4) return the application to the MAPC for further consideration (simple majority vote required).

**Attachments:**

- PUD Document (Amended following the MAPC hearing)
- Ordinance
- DAB Memo
- MAPC Minutes

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

BE IT ORDAINED BY THE GOVERNING BODY  
OF THE CITY OF WICHITA, KANSAS.

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. PUD2012-00002

Zone change request from B Multi-family Residential ("B") to PUD #38, Indian Hills Planned Unit Development on properties described as:

LOTS 2-5 & 1/2 VAC ALLEY ADJ ON N EXC N 20 FT TO CITY BLOCK 1 INDIAN HILLS 2ND.  
ADD.

SECTION 2. That upon the taking effect of this Ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita-Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED this 4th day of December, 2012.

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

\_\_\_\_\_  
Carl Brewer, Mayor

(SEAL)

Approved as to form:

\_\_\_\_\_  
Gary E. Rebenstorf, Director of Law

# INDIAN HILLS PLANNED UNIT DEVELOPMENT PUD #38

13TH STREET NORTH

## GENERAL PROVISIONS:

- Total Land Area: 72,451 sq. ft. ± or 1.7 acres ±  
Total Gross Floor Area: 21,725 sq.ft.  
Total Floor Area Ratio: 30 percent
- Parking shall be provided in accordance with Article IV of the Unified Zoning Code.
- Setbacks are as indicated on the P.U.D. drawing.
- A Drainage Plan shall be submitted to City Engineering for approval.
- Signs shall be in accordance with the Sign Code of the City of Wichita for the "700" Neighborhood Office zoning district, with the following additional requirements:  
A. Parcel 1 is permitted the following freestanding signage: One Sign with a maximum of 50 sq. ft. of sign area along Meridian Avenue. The ground sign must be minimum type and limited to a maximum height of 16 feet.  
B. Billboards, off-site signage and portable signage shall be prohibited. Signage classified by the Wichita Sign Code as animated, flashing or moving signs shall be prohibited.  
C. Interior window display, animated, banner, commercial bulletin, commercial sign or pennant, electronic message, flashing, roof, temporary, and variable message signs shall not be permitted.  
D. Building wall signage is prohibited on the south and west facades on Parcel 1.
- Parcel 1 shall install similar or consistent parking lot lighting elements (i.e., fixtures, poles, and lamps, and etc.)  
A. The height of all non-utility company maintained light poles, including pole base, is limited to 15 feet.  
B. All exterior lighting shall be shielded to direct light disbursement in a downward direction.
- Utilities shall be installed underground on all parcels.
- Landscape for this site shall be required as follows:  
A. Development of Parcel 1 shall comply with the Landscape Ordinance of the City of Wichita, with the additional requirement that landscaped street yards and parking lot screening and landscaping shall be required along Meridian Avenue.  
B. A landscape plan shall be prepared by a Kansas Landscape Architect for the above referenced landscaping, indicating the type, location, and specifications of all plant material. This plan shall be submitted to the Planning Department for their review and approval prior to issuance of a building permit.  
C. A financial guarantee for the plant material specified on the landscape plan for that portion of the P.U.D. being developed shall be required prior to issuance of any occupancy permit, if the required landscape has not been planted.
- Screening shall be required per Sec. IV-B.3 of the Unified Zoning Code along the south and southeastern portion of Parcel 1 where adjacent to residential development. Screening may be provided by landscaping or a 6 to 8 foot tall wood fence. The existing mature trees along Tahoe Trail shall not be removed and may be applied towards the landscape screening and buffering requirements of the U.Z.C. and Landscape Ordinance. Where there are gaps, a mixture of evergreen and deciduous trees shall be installed with the planting side of the trees meeting the requirements of the landscape ordinance. Screening shall be waived along the west and east property lines. Solid screening shall be provided for all outdoor work and storage areas, and loading docks, in order to screen these areas from residential zoning districts.
- Roof-top mechanical equipment shall be screened from ground level view per Unified Zoning Code.
- Trash receptacles and ground-level mechanical equipment shall be screened from ground-level view with screening walls constructed of materials consistent with the wall materials of the building which the trash receptacle and mechanical equipment supports.
- All buildings in the P.U.D. shall share uniform architectural character, color, texture, and the same approximate exterior building material. Building walls and roofs must have predominantly north-tone colors, with mild colors limited to incidental accents.
- Fire lanes shall be in accordance with the Fire Code of the City of Wichita. The parking shall be allowed to hold fire lanes, although they may be used for passenger loading and unloading. The Fire Chief or his designated representative shall review and approve the location and design of all fire lanes. Fire hydrant installation and paved access to all building sites shall be provided for each phase of construction prior to the issuance of building permits.
- Parcel 1 shall be limited to the uses allowed by right under the "GC" General Commercial zoning district, except for the following uses: Auditorium or Stadium; Cemetery; Correctional Placement Residence, Limited and General; Day Care, Limited and General; Golf Course; Hospital; Recycling Collection Station, Private; Recycling Collection Station, Public; Recycling Processing Center; Reverse Vending Machine; Retail and Wholesale Inc.; Car Wash; Funeral Home; Hotel or Motel; Kennel; Hobby and Boarding/Breeding/Training; Movie Facility; Recreational; Microbrewery; Monument Sales; Nightclub in the City; Recreation and Entertainment, Indoor and Outdoor; Recreational Vehicle Campground, Rodeo in the City; Riding Academy or Stable; Sexually Oriented Business; Tattooing and Body Piercing Facility; Tavern or Drinking Establishment; Vehicle and Equipment Sales; Asphalt or Concrete Plant, Limited; Vehicle Storage Yard; pawnshop; Offices that accept payment or rent titles as security for loans; Convenience Store; drive-through Restaurant; Service Station; Manufacturing, Limited and General; Welding or Machine Shop; Gas and/or Fuel Storage and Sales; and Vehicle Repair, Limited and General except that motorcycle service and accessory sales is permitted.
- No outdoor display shall be allowed within 30 feet of the west or south property lines. No outdoor storage shall be permitted except where indicated on the plan. All outdoor storage or display areas shall not interfere with internal circulation and/or fire lanes.
- The design layout shown on the plan illustrates only one development concept. Additional design concepts may be permitted, provided they meet all requirements of this P.U.D.
- Amendments, adjustments or interpretations to this P.U.D. shall be done in accordance with the Unified Zoning Code.
- The Transfer of title of all or any portion of land included within the Planned Unit Development (for any amendments thereto) does not constitute a termination of the plan or any portion thereof, but said plan shall run with the land and be binding upon present owners, their successors and assigns.
- The development of this property shall proceed in accordance with the development plan as recommended for approval by the Planning Commission and approved by the Governing Body, and any substantial deviation of the plan, as determined by the Zoning Administrator or the Director of Planning, shall constitute a violation of the building permit authorizing construction of the proposed development.
- Any major changes in this development plan shall be submitted to the Planning Commission and to the Governing Body for their consideration.

## PARCEL 1

A. Net Area:	72,451 sq. ft. ± or 1.7 acres ±
B. Maximum Building Coverage:	21,725 sq.ft. or 30 percent
C. Maximum Gross Floor Area:	21,725 sq.ft.
D. Floor Area Ratio:	30 percent
E. Maximum Number of Buildings:	Two (2)
F. Maximum building height:	35 feet
G. Setbacks:	See Drawing
H. Access Points:	See Drawing
I. Permitted Uses:	See General Provision #14.

## LEGAL DESCRIPTION:

Lot 2, 3 and 4, C202P the North 30 feet of said Lot 2, 3 and 4, Subdivided to the public for street purposes, and of Lot 5, Block 1, within 180 Second, Sedgewick County, Kansas.

## REVISIONS:

Filed PUD2012-PP:	07-30-2012
Approved by MAFPC:	09-20-2012
Approved by City Council:	9999

PUD #38  
INDIAN HILLS  
PLANNED UNIT DEVELOPMENT



SCALE: 1" = 30'

**EXCERPT MINUTES OF THE SEPTEMBER 20, 2012 WICHITA-SEDGWICK COUNTY  
METROPOLITAN AREA PLANNING COMMISSION HEARING**

**Case No.: PUD2012-00002** - BIG Development Group, LLC c/o Larry Burke (applicant/owner);  
Baughman Co., PA c/o Russ Ewy (agent) request to Create PUD #38 Indian Hills Planned Unit  
Development on property described as:

Lots 2, 3 and 4, EXCEPT the north 20 feet of said Lots 2, 3 and 4 dedicated to the public for  
street purposes; and all of Lot 5, Block 1, Indian Hills Second, Sedgwick county, Kansas.

**BACKGROUND:** The applicants propose replacing the currently B Multi-family Residential (“B”) zoning on this platted property with the proposed PUD #38, the Indian Hills Planned Unit Development (“PUD”), see the attached PUD document. According to the Unified Zoning Code (UZC), a PUD is intended to:

- (1) Reduce or eliminate the inflexibility that sometimes results from strict application of zoning standards that were designed primarily for individual lots;
- (2) Allow greater freedom in selecting the means to provide access, light, open space and design amenities;
- (3) Promote quality urban design and environmentally sensitive development by allowing development to take advantage of special site characteristics, locations and land uses; and
- (4) Allow deviations from certain zoning standards that would otherwise apply if not contrary to the general spirit and intent of this Code.

The applicants’ site was platted with urban scale residential lots along North Tahoe Trail. Prior to the current Zoning Code, B zoning was used as accessory parking for commercial areas, as this application area was used as parking for the commercial development to the north. The applicant now desires to develop this site with storage for the hardware store across the vacated alley to the north. The applicant also desires to provide outdoor storage and display for the hardware store on this site, and provide additional building space for lease to contractors for offices and storage. The applicants’ proposed PUD shows the existing and proposed development, proposed development standards and uses.

North of the application area is LC Limited Commercial (“LC”) zoned Indian Hills shopping center fronting on 13<sup>th</sup> Street North. South and east of the site is an SF-5 Single-family Residential (“SF-5”) zoned single-family neighborhood. West of the site is B zoning with multi-family development and TF-3 Two-Family Residential (“TF-3”) zoning with single and two-family development.

The applicants’ propose that all uses by right in the GC General Commercial (“GC”) zoning district be permitted with the following exceptions: Auditorium or Stadium, Cemetery, Correctional Placement Residence Limited and General, Day Care, Golf Course, Hospital, Recycling Collection Station Private and Public, Recycling Processing Center, Reverse Vending Machine, Bed and Breakfast Inn, Car Wash, Funeral Home, Hotel or Motel, Kennel, Marine Facility Recreational, Microbrewery, Monument Sales, Nightclub, Recreation in the City – Indoor and Outdoor, Recreational Vehicle Campground, Rodeo in the City, Riding Academy or Stable, Sexually Oriented Business, Tattooing and Body Piercing Facility, Tavern or Drinking Establishment, Vehicle and Equipment Sales, Asphalt or Concrete Plant, Vehicle Storage Yard, Pawnshop, and offices that accept paycheck or car titles as security for loans.

Signage is limited to the NO Neighborhood Office (“NO”) district limitations with one 96-square foot, 16-foot tall monument sign along Meridian. The following signs are prohibited: billboards, off-site, portable, animated, flashing, moving, interior window display, banners, commercial balloons, commercial

flag, pennant, electronic message, roof and temporary. Building signs are prohibited on the south and west building facades.

Proposed setbacks are 35 feet; parking is to be provided per the UZC. Light poles are limited to 15 feet in height and shielded downward. Utilities are to be installed underground. Landscaping is required per the City Landscape Code. All screening is required per the UZC. Mature trees along Tahoe Trail will be maintained and used towards the landscaping and screening requirement. Buildings in the PUD shall share architectural character, color and texture, and shall be primarily earth-tone colors. Outdoor display is prohibited within 50 feet of the south or west property lines, outdoor storage shall only be where noted on the PUD document.

**CASE HISTORY:** The property was platted as Lots 2-5 of the Indian Hills 2<sup>nd</sup> Addition in 1952.

**ADJACENT ZONING AND LAND USE:**

NORTH:	LC	Retail commercial
SOUTH:	SF-5	Single-family residences
EAST:	SF-5	Single-family residences
WEST:	B, TF-3	Multi and single-family residences

**PUBLIC SERVICES:** The site has frontage on Meridian Avenue, a paved, two-lane collector street with 50 feet of half-width right-of-way at this location. All other utilities are available to the site.

**CONFORMANCE TO PLANS/POLICIES:** The 2030 Wichita Functional Land Use Guide of the Wichita-Sedgwick County Comprehensive Plan identifies the site as appropriate for “Local Commercial” development. The Local Commercial category includes commercial, office and personal service uses that do not have a regional draw. The Commercial Locational Guidelines recommend that commercial traffic does not access residential streets. The Commercial Locational Guidelines of the Comprehensive Plan also recommend that commercial sites have site design features which limit noise, lighting, and other activity from adversely impacting surrounding residential areas.

**RECOMMENDATION:** Based information available prior to the public hearing, staff recommends the request be **APPROVED**. This recommendation is based on the following findings:

1. **The zoning, uses and character of the neighborhood:** North of the application area is LC zoned Indian Hills shopping center fronting on 13<sup>th</sup> Street North. South and east of the site is an SF-5 zoned single-family neighborhood. West of the site is B zoning with multi-family development and TF-3 zoning with single and two-family development.
2. **The suitability of the subject property for the uses to which it has been restricted:** The site could be developed as zoned with any level of residential development or medical office uses.

3. **Extent to which removal of the restrictions will detrimentally affect nearby property:** Under the current zoning, this site has been an under-utilized parking lot for many years. The proposed PUD would allow storage, display, office, and commercial uses not currently permitted. The proposed conditions of the PUD should mitigate any negative impacts on the surrounding residential areas.
4. **Conformance of the requested change to the adopted or recognized Comprehensive Plan and Policies:** The 2030 Wichita Functional Land Use Guide of the Wichita-Sedgwick County Comprehensive Plan identifies the site as appropriate for “Local Commercial” development. The Local Commercial category includes commercial, office and personal service uses that do not have a regional draw. The Commercial Locational Guidelines recommend that commercial traffic does not access residential streets. The Commercial Locational Guidelines of the Comprehensive Plan also recommend that commercial sites have site design features which limit noise, lighting, and other activity from adversely impacting surrounding residential areas.
5. **Impact of the proposed development on community facilities:** Development on this site could increase traffic on this portion of Meridian. However, the scale of the site and scale of the proposed development should not generate a noticeable increase in traffic.

JESS MCNEELY, Planning Staff presented the Staff Report.

MCNEELY added that the DAB VI heard this case last night and that some of the people from last night’s meeting were here but left. Planning staff recommended approval of the Planned Unit Development as proposed and the District Advisory Board approved subject to some changes. They recommend that all uses permitted in the NR Neighborhood Retail zone district, plus outdoor storage, display and warehousing, ancillary to the uses occurring in the PUD and in the lot immediately north of the site. They also recommended solid screening along the Tahoe Trail tree line, instead of or in conjunction with the tree line which was proposed to be the screening for the development.

SCHLEGEL asked if that is now staff’s recommendation.

MCNEELY stated that the staff recommendation has not changed, but thought it was important with some of the neighbors who took a long time at the DAB, so I thought to give you that information this evening.

DENNIS asked why does staff not agree with the changes that were recommended at the DAB.

MCNEELY said that we are sticking by our staff report; we worked with the agent going into this request. When the property owner came to us looking to be able to do a little storage for the Ace Hardware, and to be able to rent to contractors for their offices and storage, we looked at that as GC uses and we recommended that they do a Planned Unit Development. So we have been working with the applicant from the beginning and we were comfortable with our original recommendation. I think the recommendation of the solid screening in conjunction with the tree row along Tahoe Trail, we have the capability to achieve the landscape screening through landscaping, it’s not completely solid, but I think to put a solid fence across that entire curve of Tahoe Trail, that was one neighbors opinion, but I think the

professionals that did the Planned Unit Development knew you could meet the screening requirement through landscaping, which would probably be a better neighborhood amenity than a solid fence instead.

**MILLER** stated that the zoning screening requires a solid screening, whether it's a fence or landscaping. It has to be solid.

**MCNEELY** stated correct.

**FOSTER** stated that looking at the PUD plan, what caught my attention; number one is outdoor display area north of the building there. The proposed building is proposed to be used for what?

**MCNEELY** answered that he would like the applicant to answer that, but that the applicants explained to us that they intended to use it for storage for the adjacent commercial use, for contractor's offices and storage and any retail that may choose to lease space out of this proposed building.

**FOSTER** asked what ancillary parking for this area means?

**MCNEELY** answered that is parking for the proposed building in the PUD, and it will continue as it has for the past 20 or 30 years to be ancillary parking for the existing neighborhood shopping center immediately north of here.

**FOSTER** asks what kind of surface would there be?

**MCNEELY** stated that there is already an asphalt surface. This entire site is paved and has been for many years.

**FOSTER** stated that the main thing that caught his attention is that there is a line on the bottom that says "proposed screening fence" and that line continues on across the drives, across the entire frontage and continues along the alley. In other words, it goes along the whole site, so I interpret that means they are going to fence the whole area, which didn't make a lot of sense. So, what are they really going to fence?

**MCNEELY** answered the proposed screening fence; I believe you would be referring to the note on the plan. I could speak with Russ on this, but as I understand that proposed screening fence would just be along that 144 foot south side of the lot, because if you look along the curve on Tahoe Trail it notes the existing buffer.

**ALDRICH** asked for staff to repeat DAB's comments.

**MCNEELY** answered that their recommendation was to approve subject to the following revisions; all uses permitted in the NR Neighborhood Retail zone district, plus outdoor storage, display and warehousing, ancillary to the uses occurring on Lot 1 of the Indian Hills Second Addition and Parcel 1 of the PUD. Item two would require solid screening along Tahoe Trail tree line instead of or in conjunction with the existing tree line.

**MITCHELL** asked what the staff recommendation of screening was.

**MCNEELY** answered as submitted, with landscaping and not with a fence.

**MITCHELL** asked that that are proposing additional planting where the trees are now.

**MCNEELY** stated yes to achieve the zoning code definition of screening.



**RUSS EWY, BAUGHMAN COMPANY, AGENT** stated that they are in agreement with staff comments and would answer any questions.

**ALDRICH** stated that they are in support of staff's comments and not DAB's comments, correct?

**EWY** answered that is correct.

**MOTION:** To approve subject to staff recommendations.

**MITCHELL** moved, **ALDRICH** seconded the motion, approved by a vote of (10-0)



## INTEROFFICE MEMORANDUM

**TO:** MAPC Members

**FROM:** Terri Dozal, Neighborhood Assistant, District VI

**SUBJECT:** PUD2012-00002  
Request for a Planned Unit Development from property currently zoned as "B" Multi Family Residential, generally located south of 13<sup>th</sup> St. N and east of Meridian Avenue. 2425 W. 13<sup>th</sup> Street North.

**DATE:** September 20, 2012

On Wednesday September 19, 2012 the District V Advisory Board (DAB) considered Request for a Planned Unit Development from property currently zoned as "B" Multi Family Residential, generally located south of 13<sup>th</sup> St. N and east of Meridian Avenue. 2425 W. 13<sup>th</sup> Street North.

The members were provided the MAPD staff report for review prior to the meeting. *Jess McNeely, Planner* presented the case background, reviewed the staff recommendation and answered questions of members and the public.

The Board asked/made the following questions/comments:

- How much parking would there be in the back?
- Why is there more sq. footage listed than going to be used on this site?
- Were the neighbors notified?
- Since the existing trees were trimmed, will you be planting more shrubs?
- Do these trees meet the screening requirement?
- What is the plan for the trash companies, will each tenant have a different company do pick-up?
- I don't believe it's necessary for a lighted sign.
- Meridian is sometimes used as a shortcut which may increase traffic.
- Requesting this for General Commercial, does the applicant want to make sure he has other services available for use on this site?

One (1) member of the public spoke on this request stating she is concerned with looking at more trash dumpsters from her home and hearing trash companies coming to pick-up the trash at very early hours of the morning. If it is not adequately screened she will have to deal with this.

**\*\*\*\*Action:** The District VI Advisory Board made a motion to recommend to City Council

Approval (7-0) of PUD2012-02 subject to the following revisions:

- 1) Uses to be restricted to those allowable by right in the (NR) Neighborhood Retail Zoning District; plus outdoor storage, display and warehousing ancillary to uses occurring on Lot 1 of the Indian Hills 2<sup>nd</sup> Addition and Parcel 1 of the PUD2012-02 application area.
- 2) Require-solid screening along Tahoe Trail tree line in lieu of or in conjunction with the existing tree line.

Please review this information when **PUD2012-02** is considered.

mtd

City of Wichita  
City Council Meeting  
November 20, 2012

**TO:** Mayor and City Council

**SUBJECT:** ZON2012-00025 – City zone change from SF-5 Single-Family Residential (“SF-5”) to TF-3 Two-Family Residential (“TF-3”); generally located between West Street and Hoover Road on the southeast corner of 2nd and Baehr Streets. (District IV)

**INITIATED BY:** Metropolitan Area Planning Department

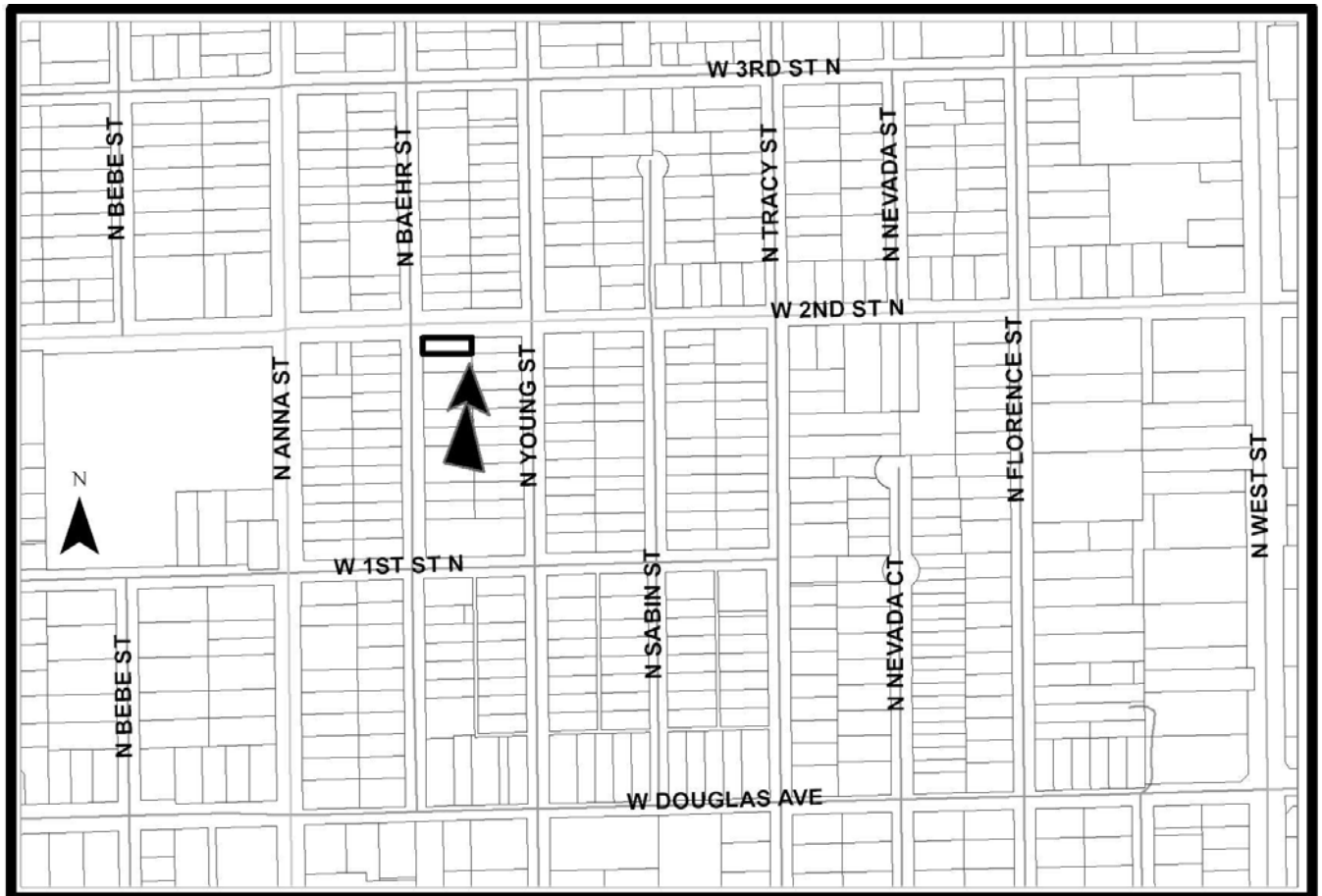
**AGENDA:** Planning (Non-Consent)

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**MAPC Recommendation:** Approve (9-2).

**DAB IV Recommendation:** No recommendation (4-4; see DAB IV memo)

**MAPD Staff Recommendation:** Approve.



**Background:** The applicant is requesting TF-3 Two-Family Residential (“TF-3”) zoning on the undeveloped 6,750-square foot (50-foot x 135-foot) SF-5 Single-Family Residential (“SF-5”) zoned Lot 24, Block 10, Orchard Park Addition. Per the Unified Zoning Code (UZC), the TF-3 zoning district requires a minimum lot size of 6,000-square feet with a minimum width of 35 feet; the applicant’s site exceeds these minimum requirements. The applicant proposes to develop the site on the southeast corner of 2nd and Baehr Streets with a duplex.

The site is part of a large, mostly SF-5 zoned single-family residential neighborhood. West of the site are SF-5 zoned single family residences, a SF-5 zoned church and the SF-5 and B Multi-family Residential (“B”) zoned USD 259’s Dodge Elementary School and Kiwanis public park. ZON2012-00011 and Protective Overlay-268 (“PO”) approved GO General Office (“GO”) zoning to allow a medical services office to be built on the Dodge Elementary site. East and south of the site are more SF-5 zoned single-family residences. North of the site are more SF-5 zoned single family residences, a few scattered duplexes and a small B zoned two storey apartment complex with an abutting B zoned single-family residence. There is also a non-conforming SF-5 zoned costume and novelty shop located northwest of the site. The site is platted as Lot 24, Block 10, of the Orchard Park Addition, recorded December 4, 1929. The City’s GeoZone map’s aerial shows the site to have been undeveloped since at least 1997.

**Analysis:** At the DAB IV meeting held October 1, 2012, the DAB voted three times on the requested TF-3 zoning ; twice to approve and once to defer. The DAB’s vote was dead locked at 4-4 on each of the three votes. The City Council member requested the dead lock as the official DAB recommendation. There were citizens who spoke against the request at the DAB meeting. The objections expressed at the DAB meeting included the impact of another rental property in the area in regards to property values, parking and traffic. There was also frustration expressed about the case notification sign not being posted as required by policy and stated in the instructions for the application for a zone change. At the MAPC meeting held October 4, 2012, the MAPC voted (9-2) to approve the request for TF-3 zoning. There were citizens who spoke against the request at the MAPC meeting. Their objections were similar to those expressed at the DAB meeting.

There have been valid protest petitions filed with the City Clerk that equal a 46.74% percent protest, which triggers a three-fourths majority vote of the City Council to approve the request.

**UPDATE NOTE:** The City Council deferred action on this request at their November 6, 2012, meeting. The current agenda report remains the same as the November 6, report with the exception of this update and attached alternate findings.

**Financial Considerations:** There are no financial considerations in regards to the zoning request.

**Legal Considerations:** The ordinance has been reviewed and approved as to form by the Law Department.

**Recommendation/Actions:** 1) Adopt the findings of the MAPC and approve the request subject to the recommended conditions of approval (three-fourths majority vote required because of protests); 2) deny the request (two-thirds majority vote required), or; 3) return the application to the MAPC for reconsideration (simple majority vote required).

**Attachments:**

- Ordinance
- MAPC minutes
- DAB memo
- Protest map
- Alternate findings

ZON2012-00025

Wichita City Council – November 20, 2012

Page 2



ORDINANCE NO. 49-394

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

BE IT ORDAINED BY THE GOVERNING BODY  
OF THE CITY OF WICHITA, KANSAS.

**SECTION 1.** That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

**Case No. ZON2012-00025**

Zone change from SF-5 Single-Family Residential ("SF-5") to TF-3 Two-Family Residential ("TF-3") on an approximately 6,750-square foot property described as:

Lot 24, Block 10, Orchard Park Addition, Wichita, Sedgwick County, Kansas; generally located between West Street and Hoover Road on the southeast corner of 2nd and Baehr Streets.

**SECTION 2.** That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

**SECTION 3.** That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

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Carl Brewer - Mayor

**ATTEST:**

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Karen Sublett, City Clerk

(SEAL)

Approved as to form: \_\_\_\_\_  
Gary E. Rebenstorf, City Attorney

**EXCERPT MINUTES OF THE OCTOBER 4, 2012 WICHITA-SEDGWICK COUNTY  
METROPOLITAN AREA PLANNING COMMISSION HEARING**

**Case No.: ZON2012-00025** – Jeff Niedens (Owner/Applicant) requests a City zone change from SF-5 Single-family Residential (“SF-5”) to TF-3 Two-family Residential (“TF-3”) for duplex development on property described as:

Lot 24, Block 10, Orchard Park Addition to Wichita, Sedgwick County, Kansas.

**BACKGROUND:** The applicant is requesting TF-3 Two-Family Residential (“TF-3”) zoning on the undeveloped 6,750-square foot (50-foot x 135-foot) SF-5 Single-Family Residential (“SF-5”) zoned Lot 24, Block 10, Orchard Park Addition. Per the Unified Zoning Code (UZO), the TF-3 zoning district requires a minimum lot size of 6,000-square feet with a minimum width of 35 feet; the applicant’s site exceeds these minimum requirements. The applicant proposes to develop the site on the southeast corner of 2nd and Baehr Streets with a duplex.

The site is part of a large, mostly SF-5 zoned single-family residential neighborhood. West of the site are SF-5 zoned single family residences, a SF-5 zoned church and the SF-5 and B Multi-family Residential (“B”) zoned USD 259’s Dodge Elementary School and Kiwanis public park. ZON2012-00011 and Protective Overlay-268 (“PO”) approved GO General Office (“GO”) zoning to allow a medical services office to be built on the Dodge Elementary site. East and south of the site are more SF-5 zoned single-family residences. North of the site are more SF-5 zoned single family residences, a few scattered duplexes and a small B zoned two storey apartment complex with an abutting B zoned single-family residence. There is also a non-conforming SF-5 zoned costume and novelty shop located northwest of the site. The site is platted as Lot 24, Block 10, of the Orchard Park Addition, recorded December 4, 1929. The City’s GeoZone map’s aerial shows the site to have been undeveloped since at least 1997.

**CASE HISTORY:** The site is platted as Lot 24, Block 10, of the Orchard Park Addition, recorded December 4, 1929. The City’s GeoZone map’s aerial shows the site to have been undeveloped since at least 2000, with possible residential development showing in grainy 1997 aerial.

**ADJACENT ZONING AND LAND USE:**

NORTH:	SF-5, TF-3	Single-family residences, scattered duplexes
SOUTH:	SF-5	Single-family residences
EAST:	SF-5	Single-family residences
WEST:	SF-5, B, TF-3	Single-family residences, public school, public park, apartment

**PUBLIC SERVICES:** 2<sup>nd</sup> Street is a paved two-lane collector at this location. Baehr Street is a paved two-lane residential street at this location. All public services are available to the site.

**CONFORMANCE TO PLANS/POLICIES:** The ‘2013 Land Use Guide of the Comprehensive Plan’ (Plan) identifies the site as “urban residential.” The urban residential category encompasses areas that reflect the full diversity of residential development densities and types, including duplexes, typically found in large urban municipality. The UZO identifies TF-3 zoning as being generally compatible with the urban residential category.

**RECOMMENDATION:** Based upon information available prior to the public hearings, planning staff recommends that the request be **APPROVED**.

This recommendation is based on the following findings:

- (1) **The zoning, uses and character of the neighborhood:** The site is part of a large, mostly SF-5 zoned single-family residential neighborhood. West of the site are SF-5 zoned single family residences, a SF-5 zoned church and the SF-5 and B Multi-family Residential (“B”) zoned USD 259’s Dodge Elementary School and Kiwanis public park. ZON2012-00011 and Protective Overlay-268 (“PO”) approved GO General Office (“GO”) zoning to allow a medical services office to be built on the Dodge Elementary site. East and south of the site are more SF-5 zoned single-family residences. North of the site are more SF-5 zoned single family residences, a few scattered duplexes and a small B zoned two storey apartment complex with an abutting B zoned single-family residence. There is also a non-conforming SF-5 zoned costume and novelty shop located northwest of the site.
- (2) **The suitability of the subject property for the uses to which it has been restricted:** The site is currently zoned SF-5 and could be developed with a single-family residence, which is what most of the neighborhood is zoned and developed. However, the City’s GeoZone map’s aerial shows the site to have been undeveloped since at least 2000, with possible residential development showing in grainy 1997 aerial.
- (3) **Extent to which removal of the restrictions will detrimentally affect nearby property:** Impact will be minimal, as a duplex will not be entirely out of character with the area, which has scattered duplexes and a small apartment complex. A duplex on the site is preferable to allowing the site to be vacant.
- (4) **Relative gain to the public health, safety and welfare as compared to the loss in value or the hardship imposed upon the applicant:** Approval of the request would allow more opportunity for residential development on a site that appears to have been vacant since at least 2000 and may have been vacant as far back as 1998. This is one of the few vacant lots in the area.
- (5) **Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies:** The ‘2013 Land Use Guide of the Comprehensive Plan’ (Plan) identifies the site as “urban residential.” The urban residential category encompasses areas that reflect the full diversity of residential development densities and types, including duplexes, typically found in large urban municipality. The UZC identifies TF-3 zoning as being generally compatible with the urban residential category.
- (6) **Impact of the proposed development on community facilities:** All services are in place, and any increased demand on community facilities can be handled by current infrastructure.

**BILL LONGNECKER**, Planning Staff presented the Staff Report.

**ALDRICH** asked regarding the notification, what exactly is the requirement for notification.

**LONGNECKER** stated that the requirement is, the state statute requires us to publish in the paper of note, which here is the Wichita Eagle, 20 days prior to MAPC, and as policy we also send out letters to everybody within the notification area and 13 days prior to the MAPC the



applicant is instructed in the application instructions to post the sign that has the zone case numbers on it and their request.

**ALDRICH** asked what happens if the applicant fails to do that, whether intentionally or unintentionally.

**MILLER** stated that in the past that's been left up to the discretion of the planning commission to determine whether adequate notice has been given. To clarify, the motion at the DAB was to defer not deny. The original motion was to defer, that failed 4-4, there was discussion and a motion to approve that also failed, 4-4. They had more discussion, then they repeated the motion to approve and that was 4-4 again.

**ALDRICH** asked if that was due to the fact of the concerns of the notification to the other property owners.

**MILLER** answered, yeah, primarily.

**G. SHERMAN** asked what was the notification area for this, mostly I'm wondering how many homes received mailed notices.

**LONGNECKER** stated that this is the minimum notification area because its less than one acre and that is 200 feet around the radius of the property.

**FOSTER** stated that he recalls that the signage is optional relative to state statutes and it's not a requirement, is that correct.

**MILLER** stated correct, it's just a policy and is not required by law.

**JEFF NIEDENS, 5211 WEST 81<sup>st</sup> STREET NORTH, VALLEY CENTER, APPLICANT** stated that it's pretty simple as far as what we want. We just want to do a two bedroom, two bath duplex, with two units. We do provide off-street parking. We have done this many times in the area, and think this is a good place for it because of the proximity to commercial property and there are duplexes there already. We are not re-inventing the wheel. It has been done time and time again.

**FOSTER** just wanted to confirm that we don't have a site plan to look at, but will your off-street parking be out of the right-of-way?

**NIEDENS** stated yes.

**MCKAY** asked if he agreed with staff comments.

**NIEDENS** are there any particular ones you are talking about?

**MCKAY** stated all of them.

**NIEDENS** stated yes, we are in agreement.

**G SHERMAN** stated that we have been told that the sign wasn't posted, is that correct and if it is, why you didn't post the sign.

**NIEDENS** stated that is correct, it is posted now. I thought it was 13 days before City Council, I forgot that it was 13 days before MAPC.

**ALDRICH** asked if you had done this several times, and you have done this several times. You've done one on Robinson, north of Central, you've done one on Hoover, so you are familiar with the posting requirements.

**NIEDENS** stated that you are right, I just made a mistake. It was not intentionally done.

**KATHY RIKER, 4628 W. 2<sup>nd</sup> STREET NORTH**, stated she lives across the street where he wants to put a duplex. I got one behind me already when I first moved in the neighborhood and I really don't want to have another one. I don't know exactly where you are going to put that parking, where is it going to be, facing 2<sup>nd</sup> Street...

**DENNIS** asked the speaker to talk to the commission not the applicant.

**RIKER** stated she had not done the before, so bear with me. I don't know what to do other then, the sign wasn't posted and I have petitions. I have gone around the neighborhood one evening and in two hours I have nine petitions against putting it there from the neighbors on the list, from which I understand takes 20% of the twenty five, is five people. I have more than 20% of the people opposing this. I don't know what you do with that, can you tell me?

**DENNIS** stated that you give it to the Planning Commission.

**RIKER** stated that the duplex behind me is like 30 feet behind my backdoor and it's deflated my property value and I don't need that to happen again. I'm sure this gentleman can find another lot to build a duplex in, in an area that would rather have it. There will be problems with parking because the school is a block away and there is already problems with that now.

**ALDRICH** asks if these photos were hers.

**RIKER** stated no.

**ALDRICH** stated that she mentioned parking, how far is this from the school.

**RIKER** answered a block.

**ALDRICH** asked if she has any parking issues now due to the school.

**RIKER** stated that during the traffic times, when they are in and out of school. It gets real congested on 2<sup>nd</sup> Street, my house faces 2<sup>nd</sup> Street and I have a double drive. When I have

company come over, it's dangerous to park on the street over there.

**WARREN** asked why she was opposed. The only thing I heard is that it will devalue or property. Is there any other reason you are opposed.

**RIKER** answered safety, I'm a grandmother and a mother and I have grandchildren over there and I would like to keep it a single family, the neighborhood is mostly like that. We've had problems with the duplex behind us, legally, police being called, just, renters usually are not as good, don't take care of things as well and I don't want to see it go down.

**WARREN** asked if she knew of any other homes in the area that are owner occupied and how many are rented.

**RIKER** stated probably 80% are owner occupied.

**DONNA BABA, 254 N. BAEHR**, stated that she just wanted to clarity; I thought you said speakers had 10 minutes and when Mr. NIEDENS came up, you told him he had 10 minutes and when she went up, you said she had five.

**DENNIS** said that is correct. We have a policy that's been approved by this body and the policy states that and applicant has ten minutes, and each other individual that want to speak on it has five minutes, because we could have like 30 or 40 people that want to speak on an issue, so...

**BABA** stated okay, then I will try to make it brief. I live directly next door to the property and at one point in time I was intending on purchasing the property, but that didn't work out. I not so concerned about that, I am trying to understand how this is going to affect my life. I have been told by neighbors that when there is a duplex, there tends to be a lot more activity with people coming and going, in terms of renters, coming and going, not someone staying there steadily. I've been living there for almost six years now and it's a quiet neighborhood, there's a lot of activity going on surrounding the school and I felt like we got really short notice on this. I got the notification and read the letter and followed up on it, but I only got one chance to talk to my neighbor. There's going to be a neighborhood meeting tonight and I understood that this council may make a decision to carry this before the meeting, that's one point I wanted to make. Also, I don't think the neighbors have had a chance to visit about this, to talk about what the pros and cons are. My next door neighbor to the other side, I haven't spoken to him about it at all. The school wasn't notified, which really concerned me. I went ahead on my morning walk yesterday and darted over to the school just to tell them there was this motion to change the zoning, because we are in such close proximity to the school and there are a lot of kids around, there are always traffic problems and that was one of the biggest issues that came up at the other public meeting was, were are people going, how is this going to work in terms of parking, where the driveways are going to be. Is there anyways to see the plans, we have a neighborhood association that's fairly active, is there way we could look at the building plans. I hate to get up and oppose somebody that wants to do something positive for the neighborhood, but I'm not so sure this is going to be positive for our neighborhood.

**MCKAY** asked if the proper notification go out during the proper time schedule.

**MILLER** answered that yeah the legal notification to the individual property owners and the publication in the newspaper met the legal requirements.

**JERRY WARREN, 520 N. ELDER**, stated that he is the past president of the neighborhood association, but I am going to wear about three hats today trying to describe the issues here. I am a member of DAB IV and I want to explain the 4-4 vote. I think the majority of that was due to the parking issue and then also the lack of signage. We do have a meeting tonight and we will listen to this and hear this. I can't speak on behalf of the neighborhood, what their feeling is as far as the two-family zoning. My objection that night, I was involved in the zoning case at the school for the medical complex down on the far south end, we have several residents down on 1<sup>st</sup> Street that could not get in and out of their drives because we had people parking in front. People can say that's a police issue and they need to enforce that, but the bottom line is that there are a lot of kids that enter and exit that school on a regular basis and I came to make one point on that, I've done a lot of research that the school is only required to provide parking for one stall for each full time employee. At the time when this went through, they didn't even have enough parking for their Para's or part time people so their staff parked on the street. This school has also added 160 students from last year, so we have increased the problem on the neighborhood. We have several streets here that are not improved, they are dirt and we have busses down through there. I don't want to spend a whole lot of time on that, there is a parking issue. I did give you the pictures, this was an event at the school and I took several pictures on the streets that are west of there, on Bebee, Clara and Doris and you can see there is a park there adjacent to the school. So we do have a traffic issue, also that the busses running up and down 2<sup>nd</sup> Street on a regular basis. We are trying to work with them where they stay on pavement instead of dirt. The other funny thing about this to me is, I'll take off my neighborhood hat and my district advisory hat and put on my personal hat, we just approved a duplex on 3<sup>rd</sup> Street, not long ago, within the last year, I don't remember the time frame. We had no issues with that. So I don't think it's a matter of the duplex going in, obviously the two tracts across the street are zoned for duplex already on 2<sup>nd</sup> Street, if someone were to purchase those they could remodel those if they would like to. Also the one north of that is the duplex we have talked about. My part of the District Advisory Board was to ask the applicant to provide some extra parking and that what I would be asking you guys, to add that as one of the provisions and I believe that he will do that. I spoke with him and he will have the site plan. Personally, I am not opposed to improving the neighborhood by adding a building or structure to that parcel, so, unfortunately the applicant got caught up in a situation where we have parking issues by a school that's located fairly close to them. I just want to present to you guys with all those facts so that you understand where the District Advisory Board was coming from and the issues with the parking and you have to make the decision with the facts that you have. I think that is it.

**FOSTER** asked if you could confirm if 2<sup>nd</sup> Street is the standard route for the busses

**WARREN** stated that it is, most of them come through West Street and turn and go west down here. When they leave the school, sometimes they use Anna. We have a lot of messes going on, there is a City bus that runs along Anna right when the school gets out, there is just a lot of issues there, but yes, currently that is the case and we are trying to work with the school board on getting some of these other things taken care of. The other thing that I would ask the applicant is

if the driveways would be off of 2<sup>nd</sup> Street or Baehr, I don't know necessarily if it would be a bad thing to put the driveways off of 2<sup>nd</sup> Street because people cannot lawfully park in front of a driveway and if he could provide some supplemental parking off Baehr, that would be great.

**G. SHERMAN** asked that you mentioned that there is a meeting tonight. Is that an official DAB meeting or just a neighborhood meeting?

**WARREN** stated that it is a neighborhood meeting and to be candid there are some people that are really active or had been in the past in this area, Baehr Street to be specific, just north of this, hadn't necessarily participate a lot over the last five to seven years. I've been involved twice in it, but it typically takes something a little controversial, people have different opinions about, to get people out to those, so I'm sure we will have a good attendance tonight and go from there. I do look for several people to be there and I think that was the major issue, not the major notice of the sign.

**ALDRICH** asked about the directly on the east side of the school, on Anna and 2<sup>nd</sup>, that's a church community center isn't it?

**WARREN** answered that it is. It used to be a former Salvation Army.

**ALDRICH** stated that they have a lot of activities that adds to the parking issues even though they have a private parking area. So when you combine the activities that they may have with what the school may have that just enhances the traffic issue, correct.

**WARREN** stated that he would agree. There is also, which is not very busy most times of the year, the lady that runs the costume store there at the corner, she is in the process of doing that, but she is exactly catty corner of the school there at 2<sup>nd</sup> and Anna so we will see an increase in traffic also. A lot of this is just hit and miss timing opportunities and we need to do a better job of coordinating those.

**G. SHERMAN** stated that he seems to know a lot of the history there, has this lot ever been developed, was there a home there that was torn down?

**WARREN** stated that he was not sure, I know it was several years ago when that would have occurred. This property has been overgrown several times and the City has had to mow it several times. I do not know that date, it has to be at least ten plus years.

**JIM JORDAN, 3315 N. WOODROW**, stated that he is not in the area, my eldest daughter who is prettier than me and probably a lot more nervous than me, but I'm nervous as well. I wasn't going to speak to you folks because I didn't want to upset you, but the last gentleman that was up here was kind of an advocate for the neighborhood and I appreciate what he said, except I think he exceeded the five minutes. My daughter was going to get an answer to a question he couldn't answer, but her five minutes were up. My problem as her dad, was that wasn't exactly the area I wanted her to live in, there wasn't a duplex behind that house when her and her ex-husband bought that. She has some of my great-grandchildren visit her quite often and she cares for them, if she has a fault it's because she is to kind hearted and she is very intelligent and she has

done her homework and what I don't want to happen, I've been involved, I worked for K-DOT for 25 years, I'm a licensed land surveyor and I was part owner of a company called Baughman Company, which you folks know. I've been in front of boards like this before which things kind of get pushed around and they are slam dunk. This thing in my opinion, because yes, there are other duplexes in that general area, they've been built, this gentleman I have no doubt he can build a qualified duplex that would not be detrimental to that area, but I think with this 4-4 tie, it would only be prudent to extend this to see what that neighborhood meeting comes out, because you know, I don't live in the area but my eldest daughter does, and she has obviously made a, and her and her neighbor right across the street, voice their disapproval.

**NIEDENS** stated that he is not the current property owner at this time and has not been. It has been overgrown several times and just wanted everyone to know that was not me doing that.

**WARREN** asked how many parking stalls are you planning.

**NIEDENS** answered that they will have three per unit, including the garage, out of the right-of-way, on private property.

**ALDRICH** asked that if this is approved and you go through with this, are you planning on paving your driveways all the way through.

**NIEDENS** answered yes.

**MCKAY** said that the first speaker stated she had petitions signed; tell me about the 20% rule. Not for my information, but for those, because they are having a meeting tonight and they should know what happens.

**MILLER** stated that all zone changes have to go to the governing body for final approval and under state law, there is a fourteen day protest period that follows this meeting starting tomorrow is the first day of the fourteen days. Any protest petitions that are turned in are counted as long as they are located within 200 feet around the perimeter of the application area. If 20% of the land area, not the number of owners, but land area, if there are protests that cover that land area then that requires a three-fourths majority vote of the City Council to approve the zone change. That's how that works in.

**ALDRICH** stated he lives about a mile north of this area and as a property owner, we do have a couple of duplexes in my area and my neighborhood association is opposed to them and the reason being is that they do affect our property valuations and the more renters we get in there, we have a lot of issues. I fully understand a lot of their concerns are. I just think with this area already being single-family residences, I think in my opinion that it should stay that way. It's not that I am opposed to renters, but at some point we have to look at the existing property owners and their concerns and their rights and I would like to see at some point what voice and efforts do they have. It shouldn't always be well somebody wants to come in there and build a duplex, I would love to see them build single-family there. That's up to the developer, but I for one and opposed to the zone change for those reasons.

**MOTION:** To approve subject to staff recommendation.

**MCKAY** moved, **KLAUSMEYER** seconded the motion, and it carried (8-2).  
**FOSTER** and **ALDRICH** voted nay.



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## INTEROFFICE MEMORANDUM

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**TO:** Wichita City Council  
MAPC Members

**FROM:** Kelli Geier, Neighborhood Assistant, District IV

**SUBJECT:** ZON2012-00025

**DATE:** October 4, 2012

On Monday, October 1, 2012, the *District Advisory Board (DAB) for Council District 4* considered this request for zone change from SF-5 Single-Family Residential ("SF-5") zoning to TF-3 Two-Family Residential ("TF-3") zoning to develop a duplex on property generally located between West Street and Hoover Road on the southeast corner of 2nd and Baehr Streets.

The applicant requesting the zone change was present. The Board and citizens present had the following comments and questions regarding the request:

- Would like to see the property parking move off of Baehr street onto Second Street to prevent traffic flow and parking overflow issue.
- Concerned remodel and extra parking will disturb the neighbor's massage therapy business.
- Would like additional neighborhood input at the neighborhood association meeting on this issue since the sign notifying the neighborhood of the zone change was not put up on the property for the adequate designated time of 13 days per City policy.

**DAB members voted three times on this issue and each time resulted in a deadlock vote of 4-4. Therefore, the City Council Member requested to record this as the official DAB decision and continue with the zone change process.**

Please review this information when this request is considered.



N ANNA ST

N BAEHR ST

N YOUNG ST

W 2ND ST N

N SABIN ST

Case \_\_\_\_\_ ZON2012-00025  
 Total Area \_\_\_\_\_ 203,632 sq. ft.  
 Application Area \_\_\_\_\_ 6,075 sq. ft.  
 Street R/W \_\_\_\_\_ 73,906 sq. ft.  
 Net Area \_\_\_\_\_ 123,651 sq. ft.  
 20% of Net Area \_\_\_\_\_ 24,730sq. ft.  
 Net Protest Area \_\_\_\_\_ 57,795 sq. ft.  
 Total % Protesting \_\_\_\_\_ 46.74%



CALCULATION AREA  
 PROTEST WITHIN  
 CALCULATION AREA  
 PROTEST OUTSIDE  
 CALCULATION AREA

## **ALTERNATE FINDINGS**

- (1) **The zoning, uses and character of the neighborhood:** The site, located on the southeast corner of 2<sup>nd</sup> Street and Baehr, is part of a predominately SF-5 Single-Family Residential (“SF-5”) zoned single-family residential neighborhood. There are some scattered TF-3 Two-Family Residential (“TF-3”) zoned duplexes in the area located north of the site, across 2<sup>nd</sup> Street, with some of these having 2<sup>nd</sup> Street frontage. These TF-3 zoned properties are not exclusively developed as duplexes, but include single-family residences. The closet TF-3 zoned properties to the site, on the south side of 2nd, are located at least 4 blocks east and a block south. If approved, the site will be the second TF-3 zoned property located on the south side of 2<sup>nd</sup>, between Hoover Road and West Street
- (2) **The suitability of the subject property for the uses to which it has been restricted:** The site is currently zoned SF-5 and could be developed with a single-family residence, as is every other property abutting the south side of 2<sup>nd</sup> Street, between the arterials West Street and Hoover Road.
- (3) **Extent to which removal of the restrictions will detrimentally affect nearby property:** TF-3 zoning permits duplexes, which are usually rentals. Rental property may bring down the property values of the adjacent SF-5 zoned single-family residences by introducing possible short term occupants as opposed to encouraging long term occupancy that a SF-5 zoned single-family residence promotes.
- (4) **Relative gain to the public health, safety and welfare as compared to the loss in value or the hardship imposed upon the applicant:** 2<sup>nd</sup> Street is a bus route for USD 259’s Dodge Elementary public school, as well as the collector street for this area’s vehicular traffic. Developing the site as a single-family residence, rather than a duplex is the most efficient means to minimize additional traffic on the 2<sup>nd</sup> Street.
- (5) **Neighborhood Support:** There has been significant neighborhood opposition to this zoning request prior to the public hearing/MAPC meeting and during the public hearing/MAPC meeting. Opposition to the request include concerns that: a duplex is not in character with the predominately SF-5 zoned single-family residential neighborhood; the possible negative impact on the property values of the adjacent SF-5 zoned single-family residences; a perceived increase in traffic generated from a duplex as opposed to a single-family residence onto 2<sup>nd</sup> Street, and; that the subject site was not properly posted, per City policy, for the public hearing/MAPC meeting, thus depriving the neighborhood sufficient time to engage in the dialogue for the proposed zone change.
- (6) **Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies:** The ‘2013 Land Use Guide of the Comprehensive Plan’ (Plan) identifies the site as “urban residential.” The urban residential category encompasses areas that reflect the full diversity of residential development densities and types, including duplexes, typically found in large urban municipality. The UZC identifies TF-3 zoning as being generally compatible with the urban residential category. All zoning request are reviewed on a site by site basis and as earlier stated the closet TF-3 zoned properties to the site, on the south side of 2nd, are located at least 4 blocks east and a block south. If approved, the site will be the second TF-3 zoned property located on the south side of 2<sup>nd</sup>, between Hoover Road and West Street.
- (7) **Impact of the proposed development on community facilities:** All services are in place, and any increased demand on community facilities can be handled by current infrastructure.

Wichita, Kansas  
November 19, 2012  
10:00 a.m., Monday  
Conference Room, 12th Floor

**MINUTES - BOARD OF BIDS AND CONTRACTS\***

The Board of Bids and Contracts met with Marty Strayer, Administrative Assistant, Public Works Engineering in the Chair; Elizabeth Goltry-Wadle, Budget Analyst, Budget Office, Clarence Rose, Senior Buyer, Purchasing, representing Purchasing, Jason Earl, Management Fellow, representing the City Manager's Office, and Janis Edwards, Deputy City Clerk, present.

Minutes of the regular meeting dated, November 5, 2012, were read and on motion approved.

Bids were opened on November 9<sup>th</sup> and 16, 2012, pursuant to advertisements published on:

**Planeview Area Sanitary Sewer Improvements, Sewer Reconstruction Phase I (north of 31st Street South, east of Hillside) (468-84838/624101/652019) Traffic to be maintained during construction using flagpersons and barricades. (District III)**

Dondlinger and Sons- \$84,888.00

**2012 Condemned Sidewalk and Wheelchair Ramps Phase II (north of 63rd Street South, east of 151st Street West) (472-85030b/132100/N/A) Traffic to be maintained during construction using flagpersons and barricades. (District I,II,III,IV,V&VI)**

All Year Contractors - \$44,000.00

**Lateral 155, Main 4, Sanitary Sewer #23 Jones Park Addition (468-84820/744332)**

Bids Rejected

**Broadway Bridge Replacement (Broadway Street at 34<sup>th</sup> Street South).**

Defer two weeks

**Storm Water Drain #382 to serve Emerald Bay and Emerald Bay 2nd Addition (west of West Street, north of 21st Street North) (468-84845/751513/485404) Does not affect existing traffic. (District VI)**

Mies Construction - \$118,569.00

**2012 Sanitary Sewer Reconstruction Phase 8 (north of Harry, east of Broadway) (468-84849/620603/662017) Traffic to be maintained during construction using flagpersons and barricades. (District I)**

Stannard Construction - \$101,450.00

The Purchasing Manager recommended that the contracts be awarded/deferred as outlined above, subject to check, same being the lowest and best bids within the Engineer's construction estimate.

On motion the Board recommended that the contracts be awarded/deferred as outlined above, subject to check, same being the lowest and best bids within the Engineer's construction estimate.

**INFORMATION TECHNOLOGY/INFORMATION SERVICES: Digital Video Recorder Equipment.**

Defer one week

**PUBLIC WORKS AND UTILITIES DEPARTMENT/STORMWATER AND SEWER MAINTENANCE DIVISION.**

Group 1 – Defer one week

Group 2 – Reject all Bids

**PUBLIC WORKS AND UTILITIES DEPARTMENT/FLEET AND FACILITIES AND STREET MAINTENANCE DIVISION: Uniform Rental-Public Works and Utilities.**

Aramark Uniform and Career Apparel LLC\* - \$379.52

\*Estimate – Contract approved on unit cost basis; refer to attachments.

**PUBLIC WORKS FLEET AND FACILITIES: 33,000 GVW Cab and Chassis with Aerial Device.**

Foley Equipment Company Inc. - \$186,352.00 Alternate Base Bid  
<\$17,000.00> Option 1 Trade in (Deduct)  
\$394.00 Option 2

**PUBLIC WORKS FLEET AND FACILITIES: 25,500 GVW Truck with Contractor Body.**

Mel Hambelton Ford Inc. - \$74,578.00 Base Bid  
\$4,100.00 Option 1  
\$810.00 Option 2  
\$863.00 Option 3  
\$1,025.00 Option 6

**PARK AND RECREATION DEPARTMENT/RECREATION DIVISION: Meridian Dog Park Irrigation System.**

Caro Construction Company Inc. - \$24,887.00

**PUBLIC WORKS AND UTILITIES DEPARTMENT/ENGINEERING AND ARCHITECTURE DIVISION: Patio, ADA Upgrades and RR Remodel.**

Bauer and Son Construction Company Inc. – 205,950.00

**POLICE DEPARTMENT: Audio/Visual Equipment and Installation.**

Midwest Digital Systems, LLC. - \$53,868.18

The Purchasing Division recommended that the contracts be awarded/deferred as outlined above, same being the lowest and best bid.

On motion the Board recommended that the contracts be awarded/deferred as outlined above, same being the lowest and best bid.

On motion the Board of Bids adjourned.

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Marty Strayer, Administrative Assistant  
Department of Public Works

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Janis Edwards, CMC  
Deputy City Clerk

## FORMAL BID REPORT

TO: Robert Layton, City Manager

DATE: November 19, 2012

**ENGINEERING BIDS – GARY JANZEN, CITY ENGINEER****November 9, 2012**Planeview Area Sanitary Sewer Improvements, Sewer Reconstruction Phase 1 (north of 31<sup>st</sup> Street South, east of Hillside) – Public Works & Utilities Department/Engineering Division**Dondlinger & Sons** **\$84,888.00**2012 Condemned Sidewalk and Wheelchair Ramps Phase II (north of 63<sup>rd</sup> Street South, east of 151<sup>st</sup> Street West) – Public Works & Utilities Department/Engineering Division**All Year Contractors** **(Engineer's Estimate)** **\$44,000.00**Lateral 155, Main 4, SS #23 to serve Jones Park Addition – Public Works & Utilities Dept./Engineering Division  
**(ALL BIDS REJECTED)****November 16, 2012**Broadway Bridge Replacement (Broadway Street at 34<sup>th</sup> Street South) – Public Works & Utilities Department/Engineering Division **(Defer to December 3, 2012) (Pending KDOT Approval)**Storm Water Drain #382 to serve Emerald Bay 2<sup>nd</sup> Addition – Public Works & Utilities Dept./Engineering Div.**Mies Construction** **\$118,569.00**

2012 Sanitary Sewer Reconstruction Phase 8 (north of Harry, east of Broadway) – Public Works &amp; Utilities Department/Engineering Division

**Stannard Construction** **\$101,450.00****PURCHASING BIDS – MELINDA A. WALKER, PURCHASING MANAGER****November 9, 2012**Digital Video Recorder Equipment – Information Technology/Information Services Department  
**(Defer to November 26, 2012)**

Hi-Cube Van with Storm Water TV Inspection System and 12,500 GVW Box Van with TV Inspection System – Public Works &amp; Utilities Department/Stormwater &amp; Sewer Maintenance Divisions

**Group 1 (Defer to November 26, 2012)****Group 2 (All Bids Rejected)**

Uniform Rental – Public Works &amp; Utilities Department/Fleet &amp; Facilities and Street Maintenance Divisions (See Exhibit B for Itemized Pricing in the Formal Bid Report)

**Aramark Uniform & Career Apparel, LLC** **\$379.52**

33,000 GVWR Cab &amp; Chassis Boom Over Center Articulating Aerial Device Line – Public Works &amp; Utilities Department/Production &amp; Pumping Division

**Foley Equipment Co., Inc.** **Alternate Base Bid** **\$186,352.00****Option 1 (Deduct) (Per Each)** **\$17,000.00****Option 2 (Add) (Per Each)** **\$394.00**

25,500 GVW Cab &amp; Chassis with Contractor Body &amp; Bulkhead – Public Works &amp; Utilities Department/Sewer Maintenance Division

**Mel Hambelton Ford, Inc.** **Base Bid** **\$74,578.00****Option 1 (Add) (Per Each)** **\$4,180.00****Option 2 (Add) (Per Each)** **\$810.00****Option 3 (Add) (Per Each)** **\$863.00****Option 6 (Add) (Per Each)** **\$1,025.00**Design and Install Irrigation System at Meridian Dog Park – Park & Recreation Department/Recreation Division  
**Caro Construction Company, Inc.** **\$24,887.00**

**November 16, 2012**

Patio, ADA Upgrades & Restroom Remodel at Tex Consolver Golf Course – Public Works & Utilities

Department/Engineering & Architecture Division

**Bauer & Son Construction Co., Inc.**


**\$205,950.00**

Interview Rooms Video/Audio Installation – Police Department

**Midwest Digital Systems, LLC**

**(Deferred from November 5, 2012) \$53,868.18**

**ITEMS TO BE PURCHASED AS ADVERTISED IN THE OFFICIAL CITY NEWSPAPER.**



**Melinda A. Walker**  
**Purchasing Manager**

## SANITARY SEWER BID TABULATION SUMMARY

BOARD OF BIDS - November 9, 2012

RQ#241027

FB#240185		Engineer's Construction Estimate	Dondlinger & Sons	Duling Construction	Mies Construction
Planeview Area Sanitary Sewer Improvements, Sewer Reconstruction Phase 1		\$162,768.00	\$84,888.00		
(north of 31st St S, east of Hillside)	BID BOND				
468-84838	ADDENDA	0			
(624101)					
		Engineer's Construction Estimate	McCullough Excavation	Nowak Construction	Utilities Plus
Planeview Area Sanitary Sewer Improvements, Sewer Reconstruction Phase 1		\$162,768.00		\$113,938.50	\$195,628.00
(north of 31st St S, east of Hillside)	BID BOND				
468-84838	ADDENDA	0			
(624101)					
		Engineer's Construction Estimate	Wildcat Construction	WB Carter d/b/a Stannard Construction	
Planeview Area Sanitary Sewer Improvements, Sewer Reconstruction Phase 1		\$162,768.00	\$226,196.00	\$150,300.00	
(north of 31st St S, east of Hillside)	BID BOND				
468-84838	ADDENDA	0			
(624101)					
		Engineer's Construction Estimate	Danco Enterprises		
Planeview Area Sanitary Sewer Improvements, Sewer Reconstruction Phase 1		\$162,768.00	\$148,060.00		
(north of 31st St S, east of Hillside)	BID BOND		X		
468-84838	ADDENDA	0			
(624101)					

CHECKED BY: REVIEWED BY: 



## PAVING BID TABULATION SUMMARY

BOARD OF BIDS - November 9, 2012

RQ#241028

FB#240186		Engineer's Construction Estimate	APAC - Kansas Inc	Cornejo & Sons, LLC	Kansas Paving Company
2012 Condemned Sidewalk and Wheelchair Ramps Phase II		\$44,000.00			\$65,136.50
(north of 63rd Street South, east of 151st Street West)	BID BOND				
472-85030b (132100)	ADDENDA	0			
		Engineer's Construction Estimate	Lafarge North America	Central Paving	Dondlinger & Sons
2012 Condemned Sidewalk and Wheelchair Ramps Phase II		\$44,000.00			
(north of 63rd Street South, east of 151st Street West)	BID BOND				
472-85030b (132100)	ADDENDA	0			
		Engineer's Construction Estimate	Barkley Construction	All Year Contractors	PPJ Construction
2012 Condemned Sidewalk and Wheelchair Ramps Phase II		\$44,000.00	\$41,157.00	\$30,971.75	\$36,952.00
(north of 63rd Street South, east of 151st Street West)	BID BOND			X	X
472-85030b (132100)	ADDENDA	0			
		Engineer's Construction Estimate			
2012 Condemned Sidewalk and Wheelchair Ramps Phase II		\$44,000.00			
(north of 63rd Street South, east of 151st Street West)	BID BOND				
472-85030b (132100)	ADDENDA	0			
CONTRACT AWARDED FOR THE ENGINEER'S ESTIMATE OF \$44,000.00					

CHECKED BY: REVIEWED BY: 

## SANITARY SEWER BID TABULATION SUMMARY

BOARD OF BIDS - November 9, 2012

RQ#241006

FB#240182		Engineer's Construction Estimate	Dondlinger & Sons	Duling Construction	Mies Construction
Lateral 155, Main 4, SS #23			\$12,220.00		\$11,500.00
Jones Park Addition	BID BOND				
468-84820	ADDENDA	2			
(744332)					
		Engineer's Construction Estimate	McCullough Excavation	Nowak Construction	Utilities Plus
Lateral 155, Main 4, SS #23				\$9,965.00	\$15,465.00
Jones Park Addition	BID BOND				
468-84820	ADDENDA	2			
(744332)					
		Engineer's Construction Estimate	Wildcat Construction	WBW Contractors	WB Carter d/b/a/ Stannard Construction
Lateral 155, Main 4, SS #23					\$11,932.00
Jones Park Addition	BID BOND				X
468-84820	ADDENDA	2			
(744332)					
		Engineer's Construction Estimate	Danco Enterprises	Forsche Plumbing	
Lateral 155, Main 4, SS #23			\$14,000.00	\$9,284.73	
Jones Park Addition	BID BOND		X	X	
468-84820	ADDENDA	2			
(744332)					
Reject Bids					

CHECKED BY: REVIEWED BY: 

## PAVING BID TABULATION SUMMARY

BOARD OF BIDS - November 16, 2012

RQ#240986/240987

FB#240175		Engineer's Construction Estimate	APAC - Kansas Inc	Cornejo & Sons, LLC	Kansas Paving Company
Broadway Bridge Replacement		\$15,092,019.20			
(Broadway Street at 34th Street South)	BID BOND				
472-84965 (715727/636266)	ADDENDA	3			
		Engineer's Construction Estimate	Lafarge North America	Central Paving	Dondlinger & Sons
Broadway Bridge Replacement		\$15,092,019.20			\$12,121,223.93
(Broadway Street at 34th Street South)	BID BOND				x
472-84965 (715727/636266)	ADDENDA	3			x
		Engineer's Construction Estimate	Barkley Construction	Wildcat Costruction	United Contractors
Broadway Bridge Replacement		\$15,092,019.20		\$13,333,333.33	\$11,907,078.85
(Broadway Street at 34th Street South)	BID BOND			X	x
472-84965 (715727/636266)	ADDENDA	3			x
		Engineer's Construction Estimate			
Broadway Bridge Replacement		\$15,092,019.20			
(Broadway Street at 34th Street South)	BID BOND				
472-84965 (715727/636266)	ADDENDA	3			
DEFER 2 WEEKS, PENDING KDOT APPROVAL					

CHECKED BY: KpREVIEWED BY: SH

## STORM SEWER BID TABULATION SUMMARY

BOARD OF BIDS - November 16, 2012

RQ#241053

FB#240188		Engineer's Construction Estimate	Dondlinger & Sons	Duling Construction	Mies Construction
Storm Water Drain #382		\$126,120.00	\$150,000.00		\$118,569.00
Emerald Bay & Emerald Bay 2nd Addn	BID BOND				
468-84845	ADDENDA	1			
(751513)					
		Engineer's Construction Estimate	McCullough Excavation	Nowak Construction	Utilities Plus
Storm Water Drain #382		\$126,120.00			
Emerald Bay & Emerald Bay 2nd Addn	BID BOND				
468-84845	ADDENDA	1			
(751513)					
		Engineer's Construction Estimate	Wildcat Construction	Stannard Construction	Unruh Excavating
Storm Water Drain #382		\$126,120.00			\$124,749.50
Emerald Bay & Emerald Bay 2nd Addn	BID BOND				
468-84845	ADDENDA	1			
(751513)					
		Engineer's Construction Estimate	Pearson Excavating	Bob Bergkamp Construction	
Storm Water Drain #382		\$126,120.00	\$176,699.71	\$188,701.30	
Emerald Bay & Emerald Bay 2nd Addn	BID BOND				
468-84845	ADDENDA	1			
(751513)					

CHECKED BY: KpREVIEWED BY: XJ

# SANITARY SEWER BID TABULATION SUMMARY

BOARD OF BIDS - November 16, 2012

RQ#241054

FB#240189		Engineer's Construction Estimate	Dondlinger & Sons	Duling Construction	Mies Construction
2012 Sanitary Sewer Reconstruction Phase 8	(REBID)	\$220,342.00			
(north of Harry, east of Broadway)	BID BOND				
468-84849	ADDENDA	1			
(620603)					
		Engineer's Construction Estimate	McCullough Excavation	Nowak Construction	Utilities Plus
2012 Sanitary Sewer Reconstruction Phase 8	(REBID)	\$220,342.00		\$204,270.00	
(north of Harry, east of Broadway)	BID BOND				
468-84849	ADDENDA	1			
(620603)					
		Engineer's Construction Estimate	Wildcat Construction	Stannard Construction	Danco Enterprises
2012 Sanitary Sewer Reconstruction Phase 8	(REBID)	\$220,342.00	\$171,645.00	\$101,450.00	\$110,927.50
(north of Harry, east of Broadway)	BID BOND			X	
468-84849	ADDENDA	1		X	
(620603)					
		Engineer's Construction Estimate	Wichita Excavation		
2012 Sanitary Sewer Reconstruction Phase 8	(REBID)	\$220,342.00	\$171,625.00		
(north of Harry, east of Broadway)	BID BOND		X		
468-84849	ADDENDA	1	X		
(620603)					

CHECKED BY: kpREVIEWED BY: X/17



**Bid Results**

**Registration   Solicitations   Document Inquiry   Login   Help**

This page summarizes vendor responses by the bid total. Awarded vendors will be notified of their respective purchase orders/contracts.

**Vendor      Group      Line**  
**Solicitation: FB240173      Digital Video Recorder      Close Date/Time: 11/9/2012 10:00 AM CST**  
**Equipment**

**Solicitation Type: Formal Bid**

**[Return to the Bid List](#)**

**Award Method: Aggregate Cost**

**Department: Information Tech/Info Services**

**Responses: 12**

Vendors	Complete	Bid Total	City Comments
<u>NEW ENGLAND FIRE SERVICE</u>	Complete	\$37,613.78	Defer to 11/26/12, Information Technology/Information Services
<u>INTERNATIONAL SYSTEMS OF AMERICA, LLC</u>	Complete	\$43,066.32	
<u>SANDIFER ENGINEERING &amp; CONTROLS INC</u>	Complete	\$43,398.36	
<u>APRISA TECHNOLOGY LLC.</u>	Complete	\$44,878.00	
<u>ANIXTER INC</u>	Complete	\$45,261.88	
<u>SIMPLEX GRINNELL LP</u>	Complete	\$48,170.00	
<u>C &amp; C SALES INC dba C &amp; C GROUP</u>	Complete	\$48,983.05	
<u>MISSION ELECTRONICS OF WICHITA</u>	Complete	\$52,750.00	
<u>VOICE PRODUCTS INC</u>	Complete	\$53,900.00	
<u>GATEWAY WIRELESS SERVICES LC</u>	Complete	\$55,489.71	
<u>MCCLELLAND SOUND INC</u>	Complete	\$56,207.40	
<u>ZALMEN REISS &amp; ASSOCIATES</u>	In-Complete	\$0.00	

**[Top of the Page](#)**





**Bid Results**

**Registration   Solicitations   Document Inquiry   Login   Help**

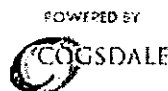
This page summarizes vendor responses by the bid total. Awarded vendors will be notified of their respective purchase orders/contracts.

**Vendor   Group   Line**  
**Solicitation: FB240174   Van with TV Inspection System   Close Date/Time: 11/9/2012 10:00 AM CST**

**Solicitation Type: Formal Bid   [Return to the Bid List](#)**  
**Award Method: Group**  
**Department: Public Works Fleet & Facilities   Responses: 3**

Vendors	Complete	Bid Total	City Comments
<u>MAYER EQUIPMENT &amp; SUPPLY LLC</u>	Complete	\$368,787.00	Public Works & Utilities Dept./Stormwater & Sewer Maintenance Division
<u>VAC-CON SERVICES, INC</u>	Complete	\$444,000.00	Defer to 11-26-12 Group 1
<u>RAPIDVIEW LLC</u>	Partial	\$291,091.00	Reject All Bids 11-20-12 Group 2

**[Top of the Page](#)**





**Registration   Solicitations   Document Inquiry   Login   Help**

## Bid Results

This page summarizes bids by the totals for each group listed on the solicitation.

**Vendor   Group   Line**

**Solicitation: FB240174   Van with TV Inspection System**

**Close Date/Time: 11/9/2012 10:00 AM CST**

**Solicitation Type: Formal Bid**

**[Return to the Bid List](#)**

**Award Method: Group**

**Department: Public Works Fleet & Facilities**

**Responses: 3**

**Go to:**

### Group 1

Vendors		Group Total Net Bid
<u><a href="#">VAC-CON SERVICES, INC</a></u>	Complete	\$210,000.00
<u><a href="#">MAYER EQUIPMENT &amp; SUPPLY LLC</a></u>	Complete	\$226,691.00
<u><a href="#">RAPIDVIEW LLC</a></u>	In-Complete	\$0.00

### Group 1: Option 1

Vendors		Group Total Net Bid
<u><a href="#">VAC-CON SERVICES, INC</a></u>	Complete	(\$26,000.00)
<u><a href="#">MAYER EQUIPMENT &amp; SUPPLY LLC</a></u>	Complete	(\$10,000.00)
<u><a href="#">RAPIDVIEW LLC</a></u>	In-Complete	\$0.00

**[Top of the Page](#)**

### Group 2

Vendors		Group Total Net Bid
<u><a href="#">MAYER EQUIPMENT &amp; SUPPLY LLC</a></u>	Complete	\$154,596.00
<u><a href="#">VAC-CON SERVICES, INC</a></u>	Complete	\$270,000.00
<u><a href="#">RAPIDVIEW LLC</a></u>	Complete	\$298,591.00

### Group 2: Option 1

Vendors		Group Total Net Bid
<u><a href="#">VAC-CON SERVICES, INC</a></u>	Complete	(\$10,000.00)
<u><a href="#">RAPIDVIEW LLC</a></u>	Complete	(\$7,500.00)
<u><a href="#">MAYER EQUIPMENT &amp; SUPPLY LLC</a></u>	Complete	(\$2,500.00)

**[Top of the Page](#)**







**Bid Results**

**Registration   Solicitations   Document Inquiry   Login   Help**

This page summarizes vendor responses by the bid total. Awarded vendors will be notified of their respective purchase orders/contracts.

**Vendor   Group   Line**  
**Solicitation: FB240179   Uniform Rental-Public Works & Utilities**

**Close Date/Time: 11/9/2012 10:00 AM CST**

**Solicitation Type: Formal Bid**

**[Return to the Bid List](#)**

**Award Method: Aggregate Cost**

**Department: Public Works & Utilities**

**Responses: 4**

Vendors	Complete	Bid Total	City Comments
<u>ARAMARK UNIFORM &amp; CAREER APPAREL LLC</u>	Complete	\$379.52	Award 11/20/12 Public Works & Utilities Dept/Fleet & Facilities and Street Maint Div
<u>CINTAS CORPORATION</u>	Complete	\$456.28	
<u>UNIFIRST CORPORATION</u>	Complete	\$489.09	
<u>G&amp;K SERVICES</u>	Complete	\$828.36	

**[Top of the Page](#)**





## Bid Results

[Registration](#)   [Solicitations](#)   [Document Inquiry](#)   [Login](#)   [Help](#)

This page summarizes vendor bids by the extended cost for each commodity line on the solicitation.

**Vendor Group Line**  
**Solicitation: FB240179**   **Uniform Rental-Public Works & Utilities**   **Close Date/Time: 11/9/2012 10:00 AM CST**

**Solicitation Type: Formal Bid**   **[Return to the Bid List](#)**  
**Award Method: Aggregate Cost**  
**Department: Public Works & Utilities**   **Responses: 4**  
**Go to:**

Line 001   Light Blue or Ocean Navy Shirt 65/35 - Fleet Maintenance Employees MANUFACTURER/PRODUCT						
Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
ARAMARK UNIFORM & CAREER APPAREL LLC	319	Each	\$0.1300	\$41.47	Complete	ARAMARK CheckMark Soil Release Work Shirt (GS0019SS/GS0007LS)
CINTAS CORPORATION	319	Each	\$0.1500	\$47.85	Complete	
UNIFIRST CORPORATION	319	Each	\$0.1700	\$54.23	Complete	
G&K SERVICES	319	Each	\$0.2900	\$92.51	Complete	30 days from contract date. Existing employees after install 7 business days.

[Top of the Page](#)

Line 002   Navy Blue 65/35 poly/cotton Work Pant - Fleet Maintenance Employees MANUFACTURER/PRODUCT						
Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
ARAMARK UNIFORM & CAREER APPAREL LLC	319	Each	\$0.1700	\$54.23	Complete	ARAMARK UltraSoft Soil Release Pant (GP0002)
CINTAS CORPORATION	319	Each	\$0.1700	\$54.23	Complete	
UNIFIRST CORPORATION	319	Each	\$0.1900	\$60.61	Complete	
G&K SERVICES	319	Each	\$0.3000	\$95.70	Complete	30 days from contract date. Existing employees after install 7 business days.

[Top of the Page](#)

Line 003   White/Navy Blue Stripe Shirt 60/40 - Fleet Maintenance Supervisors MANUFACTURER/PRODUCT						
Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
ARAMARK UNIFORM & CAREER APPAREL LLC	55	Each	\$0.1500	\$8.25	Complete	ARAMARK Executive Oxford Shirt (GS0099SS/GS0098LS)
UNIFIRST CORPORATION	55	Each	\$0.2100	\$11.55	Complete	
CINTAS CORPORATION	55	Each	\$0.2600	\$14.30	Complete	
G&K SERVICES	55	Each	\$0.4000	\$22.00	Complete	30 days from contract date. Existing employees after install 7 business days.

[Top of the Page](#)

Line 004   Navy Blue 65/35 poly/cotton Work Pant - Fleet Maintenance Supervisors MANUFACTURER/PRODUCT						
Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
ARAMARK UNIFORM & CAREER APPAREL LLC	55	Each	\$0.1700	\$9.35	Complete	ARAMARK UltraSoft Soil Release Pant (GP0002)

CINTAS CORPORATION	55	Each	\$0.1700	\$9.35	Complete
UNIFIRST CORPORATION	55	Each	\$0.1900	\$10.45	Complete
G&K SERVICES	55	Each	\$0.3000	\$16.50	Complete

30 days from contract date.  
Existing employees after install  
7 business days.

[Top of the Page](#)

**Line 005** Light Blue or Ocean Navy Shirt 65/35 - Facilities Maintenance Employees MANUFACTURER/PRODUCT

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
ARAMARK UNIFORM & CAREER APPAREL LLC	561	Each	\$0.1300	\$72.93	Complete	ARAMARK CheckMark Soil Release Work Shirt (GS0019SS/GS0007LS)
CINTAS CORPORATION	561	Each	\$0.1500	\$84.15	Complete	
UNIFIRST CORPORATION	561	Each	\$0.1700	\$95.37	Complete	
G&K SERVICES	561	Each	\$0.2900	\$162.69	Complete	30 days from contract date. Existing employees after install 7 business days.

[Top of the Page](#)

**Line 006** White/Navy Blue Stripe Shirt 60/40 - Facilities Maintenance Supervisors MANUFACTURER/PRODUCT

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
ARAMARK UNIFORM & CAREER APPAREL LLC	143	Each	\$0.1500	\$21.45	Complete	ARAMARK Executive Oxford Shirt (GS0099SS/GS0098LS)
UNIFIRST CORPORATION	143	Each	\$0.2100	\$30.03	Complete	
CINTAS CORPORATION	143	Each	\$0.2600	\$37.18	Complete	
G&K SERVICES	143	Each	\$0.4000	\$57.20	Complete	30 days from contract date. Existing employees after install 7 business days.

[Top of the Page](#)

**Line 007** Light Blue or Ocean Navy Shirt 65/35 - Street Maintenance Employees MANUFACTURER/PRODUCT

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
ARAMARK UNIFORM & CAREER APPAREL LLC	924	Each	\$0.1300	\$120.12	Complete	ARAMARK CheckMark Soil Release Work Shirt (GS0019SS/GS0007LS)
CINTAS CORPORATION	924	Each	\$0.1500	\$138.60	Complete	
UNIFIRST CORPORATION	924	Each	\$0.1700	\$157.08	Complete	
G&K SERVICES	924	Each	\$0.2900	\$267.96	Complete	30 days from contract date. Existing employees after install 7 business days.

[Top of the Page](#)

**Line 008** White/Navy Blue Stripe Shirt 60/40 - Street Maintenance Supervisors MANUFACTURER/PRODUCT

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
ARAMARK UNIFORM & CAREER APPAREL LLC	154	Each	\$0.1500	\$23.10	Complete	ARAMARK Executive Oxford Shirt (GS0099SS/GS0098LS)
UNIFIRST CORPORATION	154	Each	\$0.2100	\$32.34	Complete	
CINTAS CORPORATION	154	Each	\$0.2600	\$40.04	Complete	
G&K SERVICES	154	Each	\$0.4000	\$61.60	Complete	30 days from contract date. Existing employees after install 7 business days.

[Top of the Page](#)

**Line 009** Solid White Shirt 60/40 - Street Maintenance Exempt Supervisors MANUFACTURER/PRODUCT

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
ARAMARK UNIFORM & CAREER APPAREL LLC	33	Each	\$0.1400	\$4.62	Complete	ARAMARK Executive Oxford Shirt (GS0099SS/GS0098LS)

UNIFIRST CORPORATION	33	Each	\$0.2100	\$6.93	Complete
CINTAS CORPORATION	33	Each	\$0.2600	\$8.58	Complete
G&K SERVICES	33	Each	\$0.4000	\$13.20	Complete

30 days from contract date.  
Existing employees after install 7  
business days.

[Top of the Page](#)

**Line 010** Lost Charge: Shirt

Vendors	QTY	UOM	Price	Extended Cost	Complete
CINTAS CORPORATION	1	Each	\$10.0000	\$10.00	Complete
ARAMARK UNIFORM & CAREER APPAREL LLC	1	Each	\$11.0000	\$11.00	Complete
UNIFIRST CORPORATION	1	Each	\$14.0000	\$14.00	Complete
G&K SERVICES	1	Each	\$19.0000	\$19.00	Complete

Comments

[Top of the Page](#)

**Line 011** Lost Charge: Pants

Vendors	QTY	UOM	Price	Extended Cost	Complete
CINTAS CORPORATION	1	Each	\$12.0000	\$12.00	Complete
ARAMARK UNIFORM & CAREER APPAREL LLC	1	Each	\$13.0000	\$13.00	Complete
UNIFIRST CORPORATION	1	Each	\$16.5000	\$16.50	Complete
G&K SERVICES	1	Each	\$20.0000	\$20.00	Complete

Comments

[Top of the Page](#)



**Bid Results**
[Registration](#)   [Solicitations](#)   [Document Inquiry](#)   [Login](#)   [Help](#)

This page summarizes vendor responses by the bid total. Awarded vendors will be notified of their respective purchase orders/contracts.

**Vendor Group Line**  
**Solicitation: FB240180**   **33,000 GVW Cab & Chassis w/Aerial Device**   **Close Date/Time: 11/9/2012 10:00 AM CST**

**Solicitation Type: Formal Bid**[Return to the Bid List](#)**Award Method: Aggregate Cost****Department: Public Works Fleet & Facilities****Responses: 3**

Vendors	Complete	Bid Total	City Comments
<a href="#">FOLEY EQUIPMENT CO INC</a>	Complete	\$160,921.00	Base Bid- Ford Chassis D.N.M.S.; Award 11-20-12 Alt Base Bid Internat'l Chassis @\$186,352 w/Opt 1&2
<a href="#">ALTEC INDUSTRIES INC</a>	Complete	\$185,186.00	Base Bid Fritliner Chassis; Alt Base Bid Internat'l Chassis @ \$198,488
<a href="#">ROBERTS TRUCK CENTER LTD</a>	In-Complete	\$0.00	Public Works & Utilities Dept./Production & Pumping Division

[Top of the Page](#)



## Bid Results

[Registration](#)   [Solicitations](#)   [Document Inquiry](#)   [Login](#)   [Help](#)

This page summarizes vendor bids by the extended cost for each commodity line on the solicitation.

**Vendor Group Line**  
**Solicitation: FB240180**   **33,000 GVW Cab & Chassis w/Aerial Device**   **Close Date/Time: 11/9/2012 10:00 AM CST**

Solicitation Type: Formal Bid

[Return to the Bid List](#)

Award Method: Aggregate Cost

Department: Public Works Fleet &amp; Facilities

Responses: 3

Go to: 001

**Line 001**   Base Bid: New Current Model 33,000 GVWR Cab & Chassis Boom Over Center Articulating Aerial Device Line Truck. Cab & Chassis Manufacturer: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_ Aerial Device Manufacturer: \_\_\_\_\_  
 Model: \_\_\_\_\_ Year: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
<u>FOLEY EQUIPMENT CO INC</u>	1	Each	\$175,102.0000	\$175,102.00	Complete	Base Bid- Ford F750, 2013, Terex HRX60, 2013; <u>Alternate Base Bid- International 7400, 2014, Terex HRX 60, 2013 @ \$186,352.00</u>
<u>ALTEC INDUSTRIES INC</u>	1	Each	\$192,617.0000	\$192,617.00	Complete	Base Bid- Freightliner M2 106, 2014, Altec AM55E, 2013; <u>Alternate Base Bid- International 7400 4x2, 2014, Altec AM55E, 2013 @ \$198,488.00</u>
<u>ROBERTS TRUCK CENTER LTD</u>					No Bid.	

[Top of the Page](#)

**Line 002**   Option 1: Trade-In Allowance for One (1) Aerial Bucket Truck, 2001 Freightliner FL70, 1FVABTCS31HH18102, City ID #7-0274. Deduct Amount.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
<u>FOLEY EQUIPMENT CO INC</u>	1	Each	(\$17,000.0000)	(\$17,000.00)	Complete	
<u>ALTEC INDUSTRIES INC</u>	1	Each	(\$12,000.0000)	(\$12,000.00)	Complete	
<u>ROBERTS TRUCK CENTER LTD</u>					No Bid.	

[Top of the Page](#)

**Line 003**   Option 2: Heavy Duty 30,000 LB. Pintle Hook with Chassis Reinforcement. Pintle Hook to be Installed at 28" from the Ground with Two Safety Chains.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
<u>FOLEY EQUIPMENT CO INC</u>	1	Each	\$394.0000	\$394.00	Complete	
<u>ALTEC INDUSTRIES INC</u>	1	Each	\$706.0000	\$706.00	Complete	
<u>ROBERTS TRUCK CENTER LTD</u>					No Bid.	

[Top of the Page](#)

**Line 004**   Option 3: Cab Guard to be Supplied and Installed on Chassis as per Specifications. Cab Guard Must be Easily Removed.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
<u>FOLEY EQUIPMENT CO INC</u>	1	Each	\$2,425.0000	\$2,425.00	Complete	
<u>ALTEC INDUSTRIES INC</u>	1	Each	\$3,863.0000	\$3,863.00	Complete	Alternate Base Bid Cab Guard @ \$2,613.00
<u>ROBERTS TRUCK CENTER LTD</u>					No Bid.	

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This page summarizes vendor responses by the bid total. Awarded vendors will be notified of their respective purchase orders/contracts.

**Vendor   Group   Line**  
Solicitation: **FB240181**   **25,500 GVW Truck w/Contractor Body**   **Close Date/Time: 11/9/2012 10:00 AM CST**

**Solicitation Type: Formal Bid****[Return to the Bid List](#)****Award Method: Aggregate Cost****Department: Public Works Fleet & Facilities****Responses: 3**

<b>Vendors</b>	<b>Complete</b>	<b>Bid Total</b>	<b>City Comments</b>
<u>MEL HAMBELTON FORD INC</u>	Partial	\$81,456.00	Award 11-20-12 Base Bid with Options 1,2,3 & 6 Public Works & Utilities Dept./Sewer Maintenance Div.
<u>ROBERTS TRUCK CENTER LTD</u>	Partial	\$84,716.00	
<u>OMAHA TRUCK CENTER</u>	Partial	\$84,965.00	

**[Top of the Page](#)**


[Registration](#)
[Solicitations](#)
[Document Inquiry](#)
[Login](#)
[Help](#)

## Bid Results

This page summarizes vendor bids by the extended cost for each commodity line on the solicitation.

**Vendor Group Line**  
**Solicitation: FB240181** 25,500 GVW Truck  
 w/Contractor Body

Close Date/Time: 11/9/2012 10:00 AM CST

**Solicitation Type: Formal Bid**

[Return to the Bid List](#)

**Award Method: Aggregate Cost**

**Responses: 3**

**Department: Public Works Fleet & Facilities**

**Go to:** 001

**Line 001** Base Bid: New Current Model 25,500 GVW Cab & Chassis with New Current Model Contractor Body and Bulkhead Installed  
 Complete (Supplement A) Cab & Chassis Manufacturer: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
MEL HAMBELTON FORD INC	1	Each	\$74,578.0000	\$74,578.00	Complete	2013 Ford F650 LoPro
ROBERTS TRUCK CENTER LTD	1	Each	\$77,838.0000	\$77,838.00	Complete	International 4300M7LP.
OMAHA TRUCK CENTER	1	Each	\$78,087.0000	\$78,087.00	Complete	Freightliner M2 106, 2014

[Top of the Page](#)

**Line 002** Option 1: Liftmore 206 REL Crane in Lieu of Liftmore L21-7 Crane.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
MEL HAMBELTON FORD INC	1	Each	\$4,180.0000	\$4,180.00	Complete	
OMAHA TRUCK CENTER	1	Each	\$4,180.0000	\$4,180.00	Complete	
ROBERTS TRUCK CENTER LTD	1	Each	\$4,180.0000	\$4,180.00	Complete	Liftmore 206REL

[Top of the Page](#)

**Line 003** Option 2: Video Camera System.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
MEL HAMBELTON FORD INC	1	Each	\$810.0000	\$810.00	Complete	
OMAHA TRUCK CENTER	1	Each	\$810.0000	\$810.00	Complete	
ROBERTS TRUCK CENTER LTD	1	Each	\$810.0000	\$810.00	Complete	

[Top of the Page](#)

**Line 004** Option 3: Arrowstick.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
MEL HAMBELTON FORD INC	1	Each	\$863.0000	\$863.00	Complete	
OMAHA TRUCK CENTER	1	Each	\$863.0000	\$863.00	Complete	
ROBERTS TRUCK CENTER LTD	1	Each	\$863.0000	\$863.00	Complete	

[Top of the Page](#)

**Line 005** Option 4: Circuit Breakers in Lieu of Fuses on Electrical System.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
OMAHA TRUCK CENTER	1	Each	\$0.0000	\$0.00	Complete	Included
ROBERTS TRUCK CENTER LTD	1	Each	\$0.0000	\$0.00	Complete	Included

MEL HAMBELTON FORD INC

No Bid.

[Top of the Page](#)

**Line 006** Option 5: Heavy Duty 6-Speed Automatic, Eaton Hybrid Drive Unit with E-PTO Capability.



Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
<u>MEL HAMBELTON FORD INC</u>				No Bid.		
<u>OMAHA TRUCK CENTER</u>				No Bid.		
<u>ROBERTS TRUCK CENTER LTD</u>				No Bid.		

[Top of the Page](#)

**Line 007** Option 6: Dual Vision DV231 Secure Recording Device with 32 GB SDHC, for Vehicle Monitoring and Tracking, Mounted to the Vehicle Windshield.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
MEL HAMBELTON FORD INC	1	Each	\$1,025.0000	\$1,025.00	Complete	
OMAHA TRUCK CENTER	1	Each	\$1,025.0000	\$1,025.00	Complete	
ROBERTS TRUCK CENTER LTD	1	Each	\$1,025.0000	\$1,025.00	Complete	

[Top of the Page](#)



## Bid Results

[Registration](#)   [Solicitations](#)   [Document Inquiry](#)   [Login](#)   [Help](#)

This page summarizes vendor responses by the bid total. Awarded vendors will be notified of their respective purchase orders/contracts.

**Vendor Group Line**  
**Solicitation: FB240184**   **Meridian Dog Park**  
**Irrigation System**

**Close Date/Time: 11/9/2012 10:00 AM CST**

**Solicitation Type: Formal Bid**

**[Return to the Bid List](#)**

**Award Method: Aggregate Cost**

**Department: Parks**

**Responses: 5**

Vendors	Complete	Bid Total	City Comments
<u>CARO CONSTRUCTION CO INC</u>	Complete	\$24,887.00	Award 11-20-12 Park & Recreation Dept./Recreation Division
<u>APEX LAWN IRRIGATION</u>	Complete	\$68,803.95	
<u>COMMERCIAL LAWN MANAGEMENT OF WICHITA IN</u>	Complete	\$75,193.00	
<u>RAIN LINK INC DBA STAN'S SPRINKLER SERV</u>	Complete	\$85,350.00	
<u>WILDCAT CONSTRUCTION CO INC</u>	Complete	\$85,984.25	

**[Top of the Page](#)**





## Bid Results

[Registration](#)   [Solicitations](#)   [Document Inquiry](#)   [Login](#)   [Help](#)

This page summarizes vendor responses by the bid total. Awarded vendors will be notified of their respective purchase orders/contracts.

**Vendor**   **Group**   **Line**  
 Solicitation: **FB240183**   **Patio, ADA Upgrades & RR Remodel**   **Close Date/Time: 11/16/2012 10:00 AM CST**

Solicitation Type: **Formal Bid**[Return to the Bid List](#)Award Method: **Aggregate Cost**Department: **Public Works & Utilities**Responses: **7**

Vendors	Complete	Bid Total	City Comments
<a href="#">BAUER &amp; SON CONSTRUCTION CO INC</a>	Complete	\$205,950.00	Award 11-20-12 Public Works & Utilities Dept./Engineering & Architecture Division
<a href="#">SBA CONSTRUCTION INC.</a>	Complete	\$222,222.00	
<a href="#">VAN ASDALE CONSTRUCTION LLC</a>	Complete	\$230,000.00	
<a href="#">CARO CONSTRUCTION CO INC</a>	Complete	\$236,000.00	
<a href="#">GRAY AND SONS CONSTRUCTION LLC</a>	Complete	\$247,100.00	
<a href="#">DANCO ENTERPRISES INC.</a>	Complete	\$254,000.00	
<a href="#">SKY CONTRACTING COMPANY INC</a>	Complete	\$269,900.00	

BIDS ARE WITHIN ARCHITECTS ESTIMATE

[Top of the Page](#)

Architect's Estimate \$275,000.00





**Bid Results**

**Registration   Solicitations   Document Inquiry   Login   Help**

This page summarizes vendor responses by the bid total. Awarded vendors will be notified of their respective purchase orders/contracts.

**Vendor   Group   Line**  
**Solicitation: FB240161   Audio/Visual Equipment & Installation   Close Date/Time: 10/12/2012 10:00 AM CST**

**Solicitation Type: Formal Bid**

**[Return to the Bid List](#)**

**Award Method: Group**

**Department: Police Department**

**Responses: 10**

Vendors	Complete	Bid Total	City Comments
<u>MIDWEST DIGITAL SYSTEMS, LLC</u>	Complete	\$53,868.18	Award 11/20/12, Police Department
<u>PLEXUS, INC</u>	Complete	\$56,472.05	
<u>GATEWAY WIRELESS SERVICES LC</u>	Complete	\$63,296.85	
<u>SANDIFER ENGINEERING &amp; CONTROLS INC</u>	Complete	\$74,531.04	
<u>MCCLELLAND SOUND INC</u>	Complete	\$78,265.21	
<u>INTER-PACIFIC, INC.</u>	Complete	\$94,637.00	
<u>ALL SYSTEMS DESIGNED SOLUTIONS INC</u>	Complete	\$99,354.42	
<u>TOWER PRODUCTS, INC</u>	In-Complete	\$0.00	
<u>CARMICHAEL BUSINESS SYSTEMS, INC</u>	Partial	\$64,104.00	
<u>VOICE PRODUCTS INC</u>	Partial	\$71,436.00	

**[Top of the Page](#)**



**PRELIMINARY ESTIMATES  
FOR CITY COUNCIL NOVEMBER 20, 2012**

- a. Storm Water Drain #381 to serve Remington Place Addition (south of 21st Street North, east of Webb) (468-84787/751512/485403) Traffic to be maintained during construction using flagpersons and barricades. (District II) - \$411,000.00
- b. Storm Water Improvements to serve Ironhorse at Oxford Addition (west of North Woodlawn Blvd, south of East 29th Street North) (468-84795b/133117/660531/133116/\_/857107/\_ ) Local traffic shall be maintained with minimal street closures not to exceed 48 hours. (District I) - \$110,000.00

To be Bid:

October 26, 2012

**PRELIMINARY ESTIMATE of the cost of:**

Storm Water Drain #381 to serve Remington Place Addition  
(south of 21st Street North, east of Webb)

All work done and all materials furnished to be in accordance with plans and specifications  
on file in the office of the City Engineer.

**LUMP SUM BID ITEMS**

1	Excavation	4,360	cy
2	Fill, Compacted (90% Density)	11,650	cy
3	Borrow Excavation (Contractor Furnished)	8,750	cy
4	Inlet, Curb (Type 2)(L=6'2 1/2" W=3'4 3/8")	3	ea
5	Inlet, Drop, Special	1	ea
6	MH, Standard SWS (5')	2	ea
7	Pipe, SWS, 15"	76	lf
8	Pipe, SWS, 18"	51	lf
9	Pipe, SWS, 24"	276	lf
10	Pipe, SWS, 30"	96	lf
11	Pipe, SWS, 42"	85	lf
12	Pipe, End Section, 24"	1	ea
13	Pipe, End Section, 30"	1	ea
14	Pipe, End Section, 42"	1	ea
15	Rip-Rap, Light Stone	53	sy
16	Concrete Collar	3	ea
17	Dewatering	1	LS
18	Site Clearing	1	LS
19	Site Restoration	1	LS
20	Seeding	1	LS

**MEASURED QUANTITY BID ITEMS**

21	BMP, Silt Fence	1,805	lf
22	BMP, Erosion Control Mat	632	sy
23	BMP, Drop Inlet Protection	1	ea
24	BMP, Curb Inlet Protection	3	ea

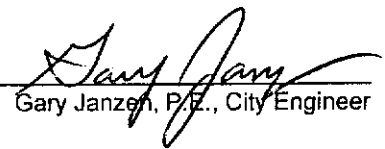
**Construction Subtotal**

Design Fee  
Consultant Staking & Inspection  
Engineering & Inspection  
Administration  
Publication  
Utility Relocation

**Total Estimated Cost**\$411,000.00

CITY OF WICHITA)  
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.

  
Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this \_\_\_\_\_  
(DATE)

\_\_\_\_\_  
City Clerk

To be Bid:

October 26, 2012

**PRELIMINARY ESTIMATE of the cost of:**

Storm Water Improvements to serve  
 Ironhorse at Oxford Addition  
 (west of N Woodlawn Blvd, south of E 29th St N)

All work done and all materials furnished to be in accordance with plans and specifications  
 on file in the office of the City Engineer.

**Lump Sum Bid Items**

1	Site Clearing	1	LS
2	Site Restoration	1	LS
3	Inlet, Drop (Double)	2	ea
4	Inlet, Drop, Special (3'x6')	1	ea
5	MH, Standard SWS (4')	1	ea
6	Concrete Flume	1	LS
7	Pipe Removed (16" - 30")	14	lf
8	Pipe, SWS 18"	16	lf
9	Pipe, SWS 36"	505	lf
10	Headwall RC 36"	1	ea
11	End Section RC w/ Grate 36"	1	ea
12	Grading, Ditch	527	lf
13	Traffic Control	1	LS

**Measured Quantity Bid Items**

14	BMP, Construction Entrance	1	ea
15	BMP, Drop Inlet Protection	3	ea
16	BMP, Ditch Check	4	ea
17	Rip-Rap, Light Stone	89	sy
18	Sod	750	sy

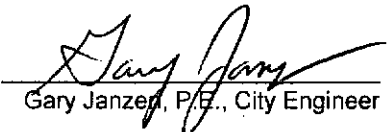
**Construction Subtotal**

Engineering & Inspection  
 Administration  
 Publication  
 Water Dept

**Total Estimated Cost****\$110,000.00**

CITY OF WICHITA)  
 STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.

  
 Gary Janzer, P.E., City Engineer

Sworn to and subscribed before me this \_\_\_\_\_  
 (DATE)

\_\_\_\_\_  
City Clerk

\_/\_857107/\_ (133117/660531/133116) 468-84795b

Page \_\_\_\_\_

EXHIBIT

## STATEMENTS OF COSTS:

- a. **Central, Oliver to Woodlawn (Construction).** Total Cost - \$4,232,972.67; (plus temporary note financing - \$22,101.81; plus idle fund interest - \$76,723.82; less KDOT Reimbursements - \$2,871,553.30; less Transfers In and Financing- \$1,377,900.00). Financing to be issued at this time – \$82,345.00. (706871/472-83873/204-337).
- b. **29<sup>th</sup> Street North, 119<sup>th</sup> Street West to Maize (Construction).** Total Cost - \$4,537,361.37; (plus temporary note financing - \$32,743.55; plus idle fund interest - \$5,503.04; less KDOT Reimbursements - \$2,471,532.96; less Transfers In - \$1,500,000.00; less Financing from Interfund Transfers - \$603,000.00). Financing to be issued at this time - \$1,075.00. (706919/472-84185/205-385).
- c. **Gyp Creek Bike Path (Construction).** Total Cost - \$1,338,343.05; (plus temporary note financing - \$14,659.42; plus idle fund interest - \$3,145.57; less KDOT Reimbursements - \$795,938.04; less Transfers In - \$522,400.00). Financing to be issued at this time – \$37,810.00. (706921/472-84194/205-387).
- d. **Meridian, 47<sup>th</sup> to 31<sup>st</sup> Street South (Construction).** Total Cost - \$6,516,429.70; (plus temporary note financing - \$7,814.72; plus idle fund interest - \$4,051.58; less General Obligation - \$2,494,856.00; less Interfund Transfers - \$3,500,000.00; less Transfers In - \$155,500.00). Financing to be issued at this time – \$377,940.00. (706944/472-84302/205-410).
- e. **21<sup>st</sup> Street North Landscaping and Lighting from I-135 to Grove (Construction).** Total Cost - \$170,651.56; (plus temporary note financing - \$37.04; less idle fund interest - \$73.60; less General Obligation - \$143,100; less Transfer In - \$18,300.00). Financing to be issued at this time – \$9,215.00. (706975/472-84728/208-441).
- f. **Wichita River Corridor, North Douglas (Construction).** Total Cost - \$2,130,950.29; (plus temporary note financing - \$5,014.15; plus idle fund interest - \$5.56; less STAR Financing - \$783,000; less General Obligation - \$83,700.00). Financing to be issued at this time – \$1,269,270.00. (706994/472-84767/208-459).
- g. **17<sup>th</sup>/Farmview at Woodlawn Intersection (Construction).** Total Cost - \$514,835.57; (plus temporary note financing - \$442.86; plus idle fund interest - \$13.57; less General Obligation - \$470,492.00). Financing to be issued at this time – \$44,800.00. (707017/472-84907/210-482).
- h. **Lincoln Street Bridge at Armour (Construction).** Total Cost - \$459,232.38; (plus temporary note financing - \$359.34; less idle fund interest - \$96.28; less Transfers In - \$25,000; less General Obligation - \$426,978.00). Financing to be issued at this time – \$7,710.00. (715717/472-84703/247-133).
- i. **Southeast Boulevard Bridge at Drainage Canal (Construction).** Total Cost - \$561,584.92; (plus temporary note financing - \$96.93; plus idle fund interest - \$12.15; less Transfer In - \$550,904.00). Financing to be issued at this time – \$10,790.00. (715725/472-84923/249-141).
- m. **2011 Biennial Bridge Inspections.** Total Cost - \$74,014.26; (plus temporary note financing - \$120.66; plus idle fund interest - \$25.08). Financing to be issued at this time – \$74,160.00. (715728/472-85006/249-144).



- n. **Fire Station 21.** Total Cost - \$2,555,177.70; (plus temporary note financing - \$261.71; plus idle fund interest - \$4,200.59; less financing previously issued - \$2,510,000.00). Financing to be issued at this time - \$49,640.00. (792490/435-421).
- o. **Fire Station 22.** Total Cost - \$2,732,365.75; (plus temporary note financing - \$2,223.35; plus idle fund interest - \$5,410.90; less financing previously issued - \$2,726,000.00). Financing to be issued at this time - \$14,000.00. (792491/435-422).
- p. **City Hall Roof Replacement.** Total Cost - \$149,945.87; (plus temporary note financing - \$223.86; less idle fund interest - \$47.73; less financing previously issued - \$128,262.00). Financing to be issued at this time - \$21,860.00. (792492/435-423).
- q. **Century II Cooling Towers.** Total Cost - \$199,422.58; (plus temporary note financing - \$230.94; plus idle fund interest - \$267.19; less financing previously issued - \$174,690.71). Financing to be issued at this time - \$25,230.00. (792507/435-429).
- r. **Expo Hall HVAC Improvements.** Total Cost - \$134,633.47; (plus temporary note financing - \$504.11; plus idle fund interest - \$244.42; less financing previously transferred in - \$27,722.00; less financing previously issued - \$49,000.00). Financing to be issued at this time - \$58,660.00. (792508/435-430).
- s. **Lawrence Dumont Stadium Improvements 2008.** Total Cost - \$499,167.75; (plus temporary note financing - \$924.48; less idle fund interest - \$92.23; less financing previously issued - \$489,001.00). Financing to be issued at this time - \$10,999.00. (792516/435-438).
- t. **City Facilities Utilization 2010-11.** Total Cost - \$599,892.71; (plus temporary note financing - \$107.29; plus idle fund interest - \$0; less financing previously issued - \$89,450.00). Financing to be issued at this time - \$510,550.00. (792559/435-469).

#### PARTIAL STATEMENTS OF COSTS:

- u. **Seneca, I-235 to 31<sup>st</sup> Street South (Construction).** Estimated Cost - \$765,684; less financing previously issued - \$165,684. Financing to be issued at this time - \$600,000. (706892/472-84006/204358).
- v. **13<sup>th</sup>, I-135 to Woodlawn (Design and Construction).** Estimated Cost - \$4,640,659; less financing previously issued - \$3,290,659. Financing to be issued at this time - \$1,350,000. (706933/472-84320/205399).
- w. **47<sup>th</sup> Street South, Meridian to Seneca (Construction).** Estimated Cost - \$1,442,497; less financing previously issued - \$842,497. Financing to be issued at this time - \$600,000. (706935/472-84296/205401).
- x. **Pawnee, K-15 to Hillside (Design).** Estimated Cost - \$132,500; less financing previously issued - \$77,000. Financing to be issued at this time - \$55,500. (706947/472-84303/205413).
- y. **Woodlawn, Lincoln to Kellogg (Construction).** Estimated Cost - \$79,300; less financing previously issued - \$68,000. Financing to be issued at this time - \$11,300. (706948/472-84304/205414).

- z. **2007-2008 Railroad Crossing Improvement (Construction).** Estimated Cost - \$239,100; less financing previously issued - \$189,000. Financing to be issued at this time - \$50,100. (706972/472-84629/207438).
- aa. **119<sup>th</sup> Street West, Pawnee to Kellogg (Construction).** Estimated Cost - \$434,000; less financing previously issued - \$1,625,714. Financing to be issued at this time - \$2,128,180. (706988/472-84694/208453).
- ab. **29<sup>th</sup> Street, Ridge to Hoover (Design and Construction).** Estimated Cost - \$245,530; less financing previously issued - \$179,8880. Financing to be issued at this time - \$65,650. (706989/472-84691/208454).
- ac. **37<sup>th</sup> Street North, Broadway to Hydraulic (Construction).** Estimated Cost - \$230,550; less financing previously issued - \$135,150. Financing to be issued at this time - \$95,400. (706992/472-84692/208457).
- ad. **Railroad Corridor Separation Study (Design).** Estimated Cost - \$153,160; less financing previously issued - \$0. Financing to be issued at this time - \$153,160. (707007/472-84805/209472).
- ae. **21<sup>st</sup> & Maize Intersection (Design and Construction).** Estimated Cost - \$2,482,891; less financing previously issued - \$272,891. Financing to be issued at this time - \$2,210,000. (707019/472-84924/210484).
- af. **Meridian, Orient to McCormick (Design and Construction).** Estimated Cost - \$151,164; less financing previously issued - \$136,164. Financing to be issued at this time - \$15,000. (707020/472-84919/210485).
- ag. **135<sup>th</sup> Street West, 13<sup>th</sup> to 21<sup>st</sup> Street North (Construction).** Estimated Cost - \$3,997,043; less financing previously issued - \$327,043. Financing to be issued at this time - \$3,670,000. (707021/472-84925/210486).
- ah. **135<sup>th</sup> Street West, Kellogg to Onewood (Design).** Estimated Cost - \$196,680; less financing previously issued - \$100,180. Financing to be issued at this time - \$96,500. (707022/472-84915/210487).
- ai. **Amidon, 21<sup>st</sup> to 29<sup>th</sup> Street North (Design).** Estimated Cost - \$220,297; less financing previously issued - \$180,997. Financing to be issued at this time - \$39,300. (707023/472-84914/210488).
- aj. **Central, Rock to Webb (Construction).** Estimated Cost - \$983,350; less financing previously issued - \$921,950. Financing to be issued at this time - \$61,400. (707024/472-84916/210489).
- ak. **St. Francis, Douglas to 2<sup>nd</sup> Street (Construction).** Estimated Cost - \$1,878,970; less financing previously issued - \$135,970. Financing to be issued at this time - \$1,743,000. (707027/472-84920/210492).
- al. **Tyler, 21<sup>st</sup> to 29<sup>th</sup> Street North (Construction).** Estimated Cost - \$2,167,613; less financing previously issued - \$53,823. Financing to be issued at this time - \$2,113,790. (707028/472-84921/210493).
- am. **St. Francis and Commerce (Design).** Estimated Cost - \$107,118; less financing previously issued - \$69,018. Financing to be issued at this time - \$38,100. (707029/472-84935/210494).

- an. **Traffic Signalization Program (Design and Construction).** Estimated Cost - \$299,998; less financing previously issued - \$250,508. Financing to be issued at this time - \$49,490. (707032/472-84958/210497).
- ao. **Redbud Multi-Use Path (Design).** Estimated Cost - \$112,200; less financing previously issued - \$0. Financing to be issued at this time - \$112,200. (707035/472-85007/211500).
- ap. **Mt. Vernon & Oliver Intersection (Design).** Estimated Cost - \$23,500; less financing previously issued - \$0. Financing to be issued at this time - \$23,500. (707037/472-85402/211502).
- aq. **Concrete Pavement Maintenance (2012 CIP) (Construction).** Estimated Cost - \$136,130; less financing previously issued - \$0. Financing to be issued at this time - \$136,130. (707039/472-85053/211504).
- ar. **Pavement Condition Survey, Assessment Inventory (Design).** Estimated Cost - \$100,300; less financing previously issued - \$0. Financing to be issued at this time - \$100,300. (707050/472-85054/211505).
- as. **Pawnee Street at Ark River (Design).** Estimated Cost - \$25,006; less financing previously issued - \$13,006. Financing to be issued at this time - \$12,000. (715726/472-84922/249142).

Approved /Accepted by City Council

OCA #706871

472-83873

204337

This \_\_\_\_\_

City Council

Wichita, Kansas

### **STATEMENT OF COST**

Following is the cost of (Construction): Central, Oliver to Woodlawn (KDOT)

Contract Amount	\$3,554,439.75
Engineering	\$353,718.63
Right of Way Expenses	\$219,050.35
Design	\$43,200.00
Publication/Plans/Audits	\$7,716.96
Subtotal	<u>\$4,178,125.69</u>
Administration (2%)	<u>\$54,846.98</u>
Cost	<u>\$4,232,972.67</u>
Plus Temporary Note Interest	\$22,101.81
Plus Idle Fund Interest	\$76,723.82
Less KDOT Reimbursements	-\$2,871,553.30
Less Transfers In and Financing	<u>-\$1,377,900.00</u>
Project Overfunded	\$82,345.00

STATE OF KANSAS)  
SEDGWICK COUNTY) SS  
WICHITA, KANSAS

Respectfully Submitted,

  
\_\_\_\_\_  
Gary Janzen, P.E.  
City Engineer

City \$82,345.00

(FEB 2013)

Approved /Accepted by City Council

OCA #706919

472-84185

205385

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City Council

Wichita, Kansas

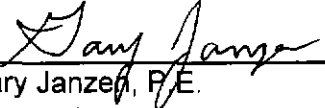
### **STATEMENT OF COST**

Following is the cost of (Construction): 29th St. N., 119th St. W. to Maize (KDOT)

Contract Amount	\$3,368,677.42
Engineering	\$475,227.80
Right of Way Acquisition Costs	\$589,809.96
Design	\$42,600.00
Publication	\$230.60
Subtotal	<u>\$4,476,545.78</u>
Administration	<u>\$60,815.59</u>
Cost	<u>\$4,537,361.37</u>
Plus Temporary Note Interest	\$32,743.55
Plus Idle Fund Interest	\$5,503.04
Less KDOT Reimbursements	-\$2,471,532.96
Less Transfers In	-\$1,500,000.00
Less Financing from Interfund Transfers	<u>-\$603,000.00</u>
Financing to be Issued at this time	\$1,075.00

STATE OF KANSAS)  
SEDGWICK COUNTY) SS  
WICHITA, KANSAS

Respectfully Submitted,

  
\_\_\_\_\_  
Gary Janzer, P.E.  
City Engineer

City \$1,075.00

(FEB 2013)

Approved /Accepted by City Council

OCA #706921

472-84194

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205387

City Council

Wichita, Kansas

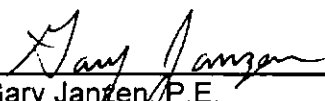
### **STATEMENT OF COST**

Following is the cost of (Construction): Gyp Creek Bike Path (KDOT)

Contract Amount	\$965,053.82
Engineering	\$145,151.40
ROW Acquisition Costs	\$184,550.84
Design	\$24,900.00
Publication	\$248.28
Subtotal	<u>\$1,319,904.34</u>
Administration	<u>\$18,438.71</u>
Cost	<u>\$1,338,343.05</u>
Plus Temporary Note Interest	\$14,659.42
Plus Idle Fund Interest	\$3,145.57
Less KDOT Reimbursements	-\$795,938.04
Less Transfers In	<u>-\$522,400.00</u>
Financing to be Issued at this time	\$37,810.00

STATE OF KANSAS)  
SEDGWICK COUNTY) SS  
WICHITA, KANSAS

Respectfully Submitted,

  
\_\_\_\_\_  
Gary Janzen, P.E.  
City Engineer

City \$37,810.00

(FEB 2013)

Approved /Accepted by City Council

OCA #706944

472-84302

205410

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City Council

Wichita, Kansas

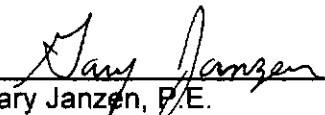
### **STATEMENT OF COST**

Following is the cost of (Construction): Meridian, 47th to 31st Street South

Contract Amount	\$5,009,639.71
Engineering	\$638,186.28
ROW Acquisition Costs	\$351,016.38
Design	\$389,550.00
Publication	\$264.20
Subtotal	<u>\$6,388,656.57</u>
Administration	<u>\$127,773.13</u>
Cost	<u>\$6,516,429.70</u>
Plus Temporary Note Interest	\$7,814.72
Plus Idle Fund Interest	\$4,051.58
Less Financing from Interfund Transfers	-\$3,500,000.00
Less Transfers In	-\$155,500.00
Less Financing Previously Issued	<u>-\$2,494,856.00</u>
Financing to be Issued at this time	<u>\$377,940.00</u>

STATE OF KANSAS)  
SEDGWICK COUNTY) SS  
WICHITA, KANSAS

Respectfully Submitted,

  
\_\_\_\_\_  
Gary Janzen, P.E.  
City Engineer

City \$377,940.00

(FEB 2013)

Approved /Accepted by City Council

OCA #706975

472-84728

208441

This \_\_\_\_\_

City Council

Wichita, Kansas

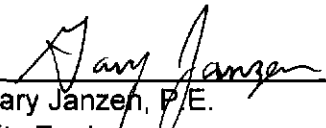
### STATEMENT OF COST

Following is the cost of (Construction): 21st Street North Landscaping and Lighting  
from I-135 to Grove

Contract Amount	\$115,595.00
Engineering	\$31,246.59
Design	\$20,200.00
Publication	\$263.86
Subtotal	<u>\$167,305.45</u>
Administration	\$3,346.11
Cost	<u>\$170,651.56</u>
Plus Temporary Note Interest	\$37.04
Less Idle Fund Interest	-\$73.60
Less Financing Previously Issued	-\$143,100.00
Less Transfers In	<u>-\$18,300.00</u>
Financing to be Issued at this time	\$9,215.00

STATE OF KANSAS)  
SEDGWICK COUNTY) SS  
WICHITA, KANSAS

Respectfully Submitted,

  
\_\_\_\_\_  
Gary Janzen, P.E.  
City Engineer

City \$9,215.00

(FEB 2013)



Approved /Accepted by City Council

OCA #706994  
472-84767  
208459

This \_\_\_\_\_

City Council  
Wichita, Kansas

### **STATEMENT OF COST**

Following is the cost of (Construction): Wichita River Corridor, North Douglas

Contract Amount	\$1,571,906.13
Engineering	\$203,866.96
Design	\$173,645.00
Other Construction Costs	\$12,491.57
Right of Way Acquisition Costs	\$125,347.63
Publication	\$1,909.66
Subtotal	<u>\$2,089,166.95</u>
Administration	<u>\$41,783.34</u>
Cost	<u>\$2,130,950.29</u>
Plus Temporary Note Interest	\$5,014.15
Plus Idle Fund Interest	\$5.56
Less STAR Financing	-\$783,000.00
Less Financing Previously Issued	<u>-\$83,700.00</u>
Financing to be Issued at this time	<u>\$1,269,270.00</u>

STATE OF KANSAS)  
SEDGWICK COUNTY) SS  
WICHITA, KANSAS

Respectfully Submitted,

  
\_\_\_\_\_  
Gary Janzen, P.E.  
City Engineer

City \$1,269,270.00

(FEB 2013)

Approved /Accepted by City Council

OCA #707016

472-84897

210481

This \_\_\_\_\_

City Council  
Wichita, Kansas

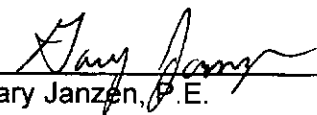
### STATEMENT OF COST

Following is the cost of (Construction): 2010 Street Rehab Program

Contract Amount	\$635,344.28
Engineering	\$51,925.38
Publication	\$262.87
Subtotal	<u>\$687,532.53</u>
Administration	<u>\$11,762.72</u>
Cost	<u>\$699,295.25</u>
Plus Temporary Note Interest	\$628.67
Plus Idle Fund Interest	\$50.13
Less State Reimbursements	-\$163,793.05
Less Financing from Interfund Transfers	-\$2,701.00
Less Transfers In	<u>-\$400,330.00</u>
Financing to be Issued at this time	<u>\$133,150.00</u>

STATE OF KANSAS)  
SEDGWICK COUNTY) SS  
WICHITA, KANSAS

Respectfully Submitted,

  
\_\_\_\_\_  
Gary Janzen, P.E.  
City Engineer

City \$133,150.00

(FEB 2013)

Approved /Accepted by City Council

OCA # 707017  
472-84907  
210482

This \_\_\_\_\_

City Council  
Wichita, Kansas

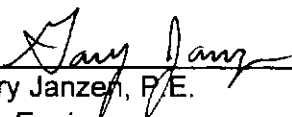
### **STATEMENT OF COST**

Following is the cost of (Construction): 17th/Farmview at Woodlawn Intersection

Contract Amount	\$420,682.65
Engineering	\$83,447.18
Publication	\$610.92
Subtotal	<u>\$504,740.75</u>
Administration	<u>\$10,094.82</u>
Cost	<u>\$514,835.57</u>
Plus Temporary Note Interest	\$442.86
Plus Idle Fund Interest	\$13.57
Less Financing Previously Issued	<u>-\$470,492.00</u>
Financing to be Issued at this time	<u>\$44,800.00</u>

STATE OF KANSAS)  
SEDGWICK COUNTY) SS  
WICHITA, KANSAS

Respectfully Submitted,

  
\_\_\_\_\_  
Gary Janzen, P.E.  
City Engineer

City \$44,800.00

(FEB 2013)

Approved /Accepted by City Council

OCA # 715717

472-84703

247133

This \_\_\_\_\_

City Council  
Wichita, Kansas

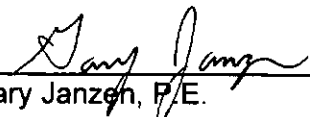
### STATEMENT OF COST

Following is the cost of (Construction): Lincoln Street Bridge at Armour

Contract Amount	\$359,811.90
Engineering	\$58,453.14
Design	\$31,490.00
Publication	\$472.78
Subtotal	<u>\$450,227.82</u>
Administration	<u>\$9,004.56</u>
Cost	<u>\$459,232.38</u>
Plus Temporary Note Interest	\$359.34
Plus Idle Fund Interest	\$96.28
Less Transfers In	-\$25,000.00
Less Financing Previously Issued	<u>-\$426,978.00</u>
Financing to be Issued at this time	\$7,710.00

STATE OF KANSAS)  
SEDGWICK COUNTY) SS  
WICHITA, KANSAS

Respectfully Submitted,

  
\_\_\_\_\_  
Gary Janzen, P.E.  
City Engineer

City \$7,710.00

(FEB 2013)

Approved /Accepted by City Council

OCA # 715725

472-84923

249141

This \_\_\_\_\_

City Council  
Wichita, Kansas

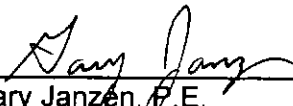
### STATEMENT OF COST

Following is the cost of (Construction): Southeast Boulevard Bridge at Drainage Canal

Contract Amount	\$420,239.70
Engineering	\$41,752.91
Design	\$88,000.00
Publication	\$580.84
Subtotal	<u>\$550,573.45</u>
Administration	<u>\$11,011.47</u>
Cost	<u>\$561,584.92</u>
Plus Temporary Note Interest	\$96.93
Plus Idle Fund Interest	\$12.15
Less Transfers In	<u>-\$550,904.00</u>
Financing to be Issued at this time	<u>\$10,790.00</u>

STATE OF KANSAS)  
SEDGWICK COUNTY) SS  
WICHITA, KANSAS

Respectfully Submitted,

  
\_\_\_\_\_  
Gary Janzen, P.E.  
City Engineer

City \$10,790.00

(FEB 2013)

Approved /Accepted by City Council

OCA #715728  
472-85006  
249144

This \_\_\_\_\_

City Council  
Wichita, Kansas

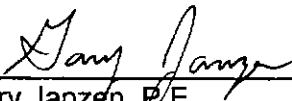
### **STATEMENT OF COST**

Following is the cost of: 2011 Biennial Bridge Inspections

Design	\$72,500.00
Publication	\$63.00
Subtotal	<u>\$72,563.00</u>
Administration	<u>\$1,451.26</u>
Cost	<u>\$74,014.26</u>
Plus Temporary Note Interest	\$120.66
Less Idle Fund Interest	<u>\$25.08</u>
Financing to be Issued at this time	\$74,160.00

STATE OF KANSAS)  
SEDGWICK COUNTY) SS  
WICHITA, KANSAS

Respectfully Submitted,

  
\_\_\_\_\_  
Gary Janzen, P.E.  
City Engineer

City \$74,160.00

(FEB 2013)

Approved /Accepted by City Council

OCA# 792490

PPN# 435421

This \_\_\_\_\_

City Council  
Wichita, Kansas

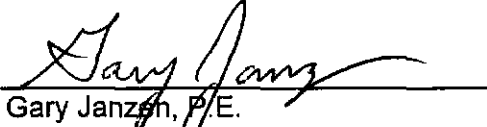
### STATEMENT OF COST

Following is the cost of the Fire Station 21 located at 21st Street N and 135th Street West:

Construction	\$2,404,592.09
Engineering and Architecture	\$45,763.82
Equipment and materials	\$54,697.87
Publication	\$22.40
Subtotal	<u>\$2,505,076.18</u>
Administration	\$50,101.52
Cost	<u>\$2,555,177.70</u>
Temporary Note Interest	\$261.71
Idle Fund Interest	\$4,200.59
Less Financing Previously Issued	<u>(\$2,510,000.00)</u>
Financing to be Issued at this time	\$49,640.00

STATE OF KANSAS)  
SEDGWICK COUNTY) SS  
WICHITA, KANSAS

Respectfully Submitted,

  
\_\_\_\_\_  
Gary Janzen, P.E.  
City Engineer

City \$49,640.00

(FEB 2013)

Approved /Accepted by City Council

OCA# 792491  
PPN# 435422

This \_\_\_\_\_

City Council  
Wichita, Kansas

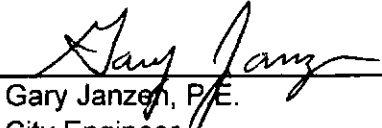
### STATEMENT OF COST

Following is the cost of Fire Station 22 located at Wassall and Hydraulic:

Construction	\$2,423,477.27
Engineering and Architecture	\$25,007.89
Land	\$226,274.00
Equipment and materials	\$36,707.26
Utilities	\$6,828.00
Publication	\$67.40
Subtotal	<u>\$2,718,361.82</u>
Administration	<u>\$14,003.93</u>
Cost	<u>\$2,732,365.75</u>
Temporary Note Interest	\$2,223.35
Idle Fund Interest	\$5,410.90
Less Financing Previously Issued	<u>-\$2,726,000.00</u>
Financing to be Issued at this time	\$14,000.00

STATE OF KANSAS)  
SEDGWICK COUNTY) SS  
WICHITA, KANSAS

Respectfully Submitted,

  
\_\_\_\_\_  
Gary Janzen, P.E.  
City Engineer

City \$14,000.00

(FEB 2013)



Approved /Accepted by City Council

OCA# 792492

PPN# 435423

This \_\_\_\_\_

City Council  
Wichita, Kansas

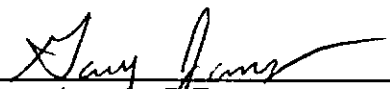
### STATEMENT OF COST

Following is the cost of the City Hall Roof Replacement:

Equipment and materials	\$149,849.65
Other Expenses	\$60.82
Publication	\$35.40
Subtotal	<u>\$149,945.87</u>
Administration	<u>\$0.00</u>
Cost	<u>\$149,945.87</u>
Temporary Note Interest	\$223.86
Idle Fund Interest	-\$47.73
Less Financing Previously Issued	<u>(\$128,262.00)</u>
Financing to be Issued at this time	\$21,860.00

STATE OF KANSAS)  
SEDGWICK COUNTY) SS  
WICHITA, KANSAS

Respectfully Submitted,

  
\_\_\_\_\_  
Gary Janzen, P.E.  
City Engineer

City \$21,860.00

(FEB 2013)

Approved /Accepted by City Council

OCA# 792507

PPN# 435429

This \_\_\_\_\_

City Council  
Wichita, Kansas

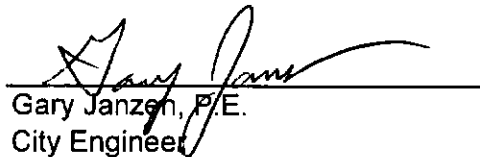
### **STATEMENT OF COST**

Following is the cost of the Century II Cooling Towers:

Contractors	\$174,295.00
Equipment	\$24,996.00
Other expenses	\$78.18
Publication	\$53.40
Subtotal	<u>\$199,422.58</u>
Administration	\$0.00
Cost	<u>\$199,422.58</u>
Temporary Note Interest	\$230.94
Idle Fund Interest	\$267.19
Less Financing Previously Issued	<u>(\$174,690.71)</u>
Financing to be Issued at this time	\$25,230.00

STATE OF KANSAS)  
SEDGWICK COUNTY) SS  
WICHITA, KANSAS

Respectfully Submitted,

  
\_\_\_\_\_  
Gary Janzen, P.E.  
City Engineer

City \$25,230.00

(FEB 2013)

Approved /Accepted by City Council

OCA# 792508  
PPN# 435430

This \_\_\_\_\_

City Council  
Wichita, Kansas

### STATEMENT OF COST

Following is the cost of the Expo Hall HVAC Improvements:

Building Maintenance	\$86,459.52
Machinery and Equipment	\$45,955.00
Project oversight expenses	\$2,218.95
Other expenses	\$0.00
Publication	\$0.00
Subtotal	<u>\$134,633.47</u>
Administration	\$0.00
Cost	<u>\$134,633.47</u>
Temporary Note Interest	\$504.11
Idle Fund Interest	\$244.42
Less Financing Previously Transferred In	(\$27,722.00)
Less Financing Previously Issued	<u>(\$49,000.00)</u>
Financing to be Issued at this time	\$58,660.00

STATE OF KANSAS)  
SEDGWICK COUNTY) SS  
WICHITA, KANSAS

Respectfully Submitted,



Gary Janzen, P.E.  
City Engineer

City \$58,660.00

(FEB 2013)

Approved /Accepted by City Council

OCA# 792516

PPN# 435438

This \_\_\_\_\_

City Council  
Wichita, Kansas

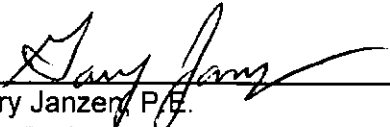
### STATEMENT OF COST

Following is the cost of the Lawrence Dumont Stadium Improvements 2008:

Contractors and Materials	\$483,490.95
Achitecture expenses	\$9,103.65
Other Expenses	\$0.00
Publication	\$70.20
Subtotal	<u>\$492,664.80</u>
Administration	<u>\$6,502.95</u>
Cost	<u>\$499,167.75</u>
Temporary Note Interest	\$924.48
Idle Fund Interest	-\$92.23
Less Financing Previously Issued	<u>(\$489,001.00)</u>
Financing to be Issued at this time	\$10,999.00

STATE OF KANSAS)  
SEDGWICK COUNTY) SS  
WICHITA, KANSAS

Respectfully Submitted,

  
\_\_\_\_\_  
Gary Janzen, P.E.  
City Engineer

City \$10,999.00

(FEB 2013)

Approved /Accepted by City Council

OCA# 792559

PPN# 435469

This \_\_\_\_\_

City Council  
Wichita, Kansas

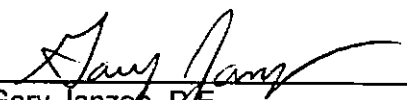
### STATEMENT OF COST

Following is the cost of the City Facilities Utilization 2010-11:

Building Parts and Materials	\$560,212.19
Engineering and Architecture	\$36,367.04
Other expenses	\$2,519.82
Publication	\$65.40
Subtotal	<u>\$599,164.45</u>
Administration	<u>\$728.26</u>
Cost	<u>\$599,892.71</u>
Temporary Note Interest	\$107.29
Idle Fund Interest	\$0.00
Less Financing Previously Issued	<u>(\$89,450.00)</u>
Financing to be Issued at this time	<u>\$510,550.00</u>

STATE OF KANSAS)  
SEDGWICK COUNTY) SS  
WICHITA, KANSAS

Respectfully Submitted,

  
\_\_\_\_\_  
Gary Janzen, P.E.  
City Engineer

City \$510,550.00

(FEB 2013)

Approved /Accepted by City Council

Wichita, Kansas

August 15, 2012

This \_\_\_\_\_

OCA# 766037

City Clerk  
Wichita, Kansas

Dear City Clerk:

Following is the cost of constructing:  
Façade Improvements at 1525 E. Douglas

Lump Sum Contract Amount	\$466,326.00
Change Orders	\$0.00
Recording Façade Documents	\$0.00
Project Administration	\$0.00
Publication	\$0.00
Abstract	\$20.00
Construction Cost	<u>\$466,346.00</u>
Idle Fund Interest Estimated	\$8,319.61
Temporary Finance Cost	\$0.00
Finance Administration	\$8,727.00
1 Year Debt Service reserve	<u>\$46,200.00</u>
TOTAL COST	\$529,592.61

Respectfully Submitted,



Allen Bell, Urban Development Director

Property: \$499,592.61  
City: \$30,000.00

0

Winter 2013  
Chesney

Petition/Resolution Amount: \$500,000.00

City of Wichita  
City Council Meeting  
November 20, 2012

**TO:** Mayor and City Council

**SUBJECT:** Community Events – Our Lady of Guadalupe Fiesta (District VI)

**INITIATED BY:** Division of Arts & Cultural Services

**AGENDA:** Consent

---

**Recommendation:** Approve the request for temporary street closures.

**Background:** In accordance with the Community Events procedure the event promoter Reverend Jose Machado, Our Lady of Perpetual Help Parish is coordinating the Our Lady of Guadalupe Fiesta with City of Wichita staff, subject to final approval by the City Council.

**Analysis:** The following street closure requests have been submitted:

**Our Lady of Guadalupe Fiesta December 8-9, 2012 9:00 am – 10:00 pm**

- Twenty Third Street, Market Street to Park Place

**Our Lady of Guadalupe Fiesta December 10-11, 2012 5:00 pm – 10:00 pm**

- Twenty Third Street, Market Street to Park Place

**Our Lady of Guadalupe Fiesta December 12, 2012 6:00 am – 10:00 pm**

- Twenty Third Street, Market Street to Park Place

The event promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

**Financial Consideration:** The event promoter is responsible for all costs associated with the special event.

**Legal Consideration:** There are no legal considerations.

**Recommendation/Actions:** It is recommended that the City Council approve the request subject to; (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department; and (3) Securing Certificate of Liability Insurance on file with the Community Events Coordinator.

City of Wichita  
City Council Meeting  
November 20, 2012

**TO:** Mayor and City Council

**SUBJECT:** Community Events – Ballet Wichita Nutcracker Ballet (District I)

**INITIATED BY:** Division of Arts & Cultural Services

**AGENDA:** Consent

---

**Recommendation:** Approve the request for temporary street closures.

**Background:** In accordance with the Community Events procedure the event promoter Barbara Chamberlin, Executive Director Ballet Wichita is coordinating the bus drop-off for the Nutcracker Ballet with City of Wichita staff, subject to final approval by the City Council.

**Analysis:** The following street closure requests have been submitted:

**Ballet Wichita Nutcracker Ballet, December 13-14, 2012 9:00 am – 3:00 pm**

- Century II Drive, Main Street to Douglas Avenue
- Century II Drive, Main Street to Williams Street

The event promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

**Financial Consideration:** The event promoter is responsible for all costs associated with the special event.

**Legal Consideration:** There are no legal considerations.

**Recommendation/Actions:** It is recommended that the City Council approve the request subject to; (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department; and (3) Securing Certificate of Liability Insurance on file with the Community Events Coordinator.



City of Wichita  
City Council Meeting  
November 20, 2012

**TO:** Mayor and City Council

**SUBJECT:** Community Events – Lights on the River Wichita (District I & VI)

**INITIATED BY:** Division of Arts & Cultural Services

**AGENDA:** Consent

---

**Recommendation:** Approve the request for temporary street closures.

**Background:** In accordance with the Community Events procedure the event promoter Becky Lewis City of Wichita Environmental Services is coordinating the Lights on the River event with City of Wichita staff, subject to final approval by the City Council.

**Analysis:** The following street closure requests have been submitted:

**Lights on the River Wichita, December 1, 2012 4:00 pm – 8:30 pm**

- Douglas Avenue, Waco to McLean Boulevard
- McLean Boulevard, First Street to Douglas Avenue

The event promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

**Financial Consideration:** The event promoter is responsible for all costs associated with the special event.

**Legal Consideration:** There are no legal considerations.

**Recommendation/Actions:** It is recommended that the City Council approve the request subject to; (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department.

**City of Wichita  
City Council Meeting  
November 20, 2012**

**TO:** Mayor and City Council

**SUBJECT:** Community Events – Mayor’s Tree Lighting Ceremony (Districts I, IV and VI)

**INITIATED BY:** Division of Arts & Cultural Services

**AGENDA:** Consent

---

**Recommendation:** Approve the request for temporary street closures.

**Background:** In accordance with the Community Events procedure the event promoter, Megan Buckmaster with the City Manager’s Office is coordinating the Mayor’s Tree Lighting Ceremony with City of Wichita staff, subject to final approval by the City Council.

**Analysis:** The following temporary street closure request has been submitted:

**Mayor’s Tree Lighting Ceremony December 4, 2012 5:15 pm – 7:00 pm**

- Douglas Avenue, Main Street to McLean Boulevard
- McLean Boulevard, Douglas Avenue to First/Second Street
- Waco Street, Douglas Avenue to First Street
- First Street, Waco Street to McLean Boulevard
- Sycamore Street, Douglas Avenue to McLean Boulevard
- Century II Drive from west Tlalnepantla Drive to Douglas Avenue
- South Cancun Street, Century II Drive to west Tlalnepantla Drive
- North Civic Center Place, north side of Douglas Avenue
- Wichita Street, north side of Douglas Avenue
- Water Street, north side of Douglas Avenue

The event promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

**Financial Consideration:** The event sponsor is responsible for all costs associated with the special event.

**Legal Consideration:** There are no legal considerations.

**Recommendation/Actions:** It is recommended that the City Council approve the request subject to; (1) hiring off-duty certified law enforcement officers as required; and (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department.

City of Wichita  
City Council Meeting  
November 20, 2012

**TO:** Mayor and City Council

**SUBJECT:** Hold Harmless Agreement (District V)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

---

**Recommendation:** Approve the agreement.

**Background:** An agreement has been prepared to permit the property owner of 2911 North Fossil Rim Street, Fossil Rim Estates Addition, to enter and construct improvements (detached garage) on and over a 20 foot drainage easement. The garage eave encroaches the drainage easement by 18 inches and will not pose a problem with the routine maintenance of the easement. Property is legally described as:

Lot 2, Block D, Fossil Rim Estates Addition, Wichita, Sedgwick, County, Kansas

**Analysis:** The agreement allows the City of Wichita to be held harmless from any and all claims, demands, damages, liabilities, costs, expenses, actions and causes of action of whatsoever nature, for loss of or damage to the property resulting from the construction, presence, maintenance, use, repair or removal of the City encroachment permitted under the agreement.

**Financial Considerations:** There is no cost to the City. The filing fee with the Register of Deeds will be paid by the property owner.

**Legal Considerations:** The Law Department has approved the agreement as to form.

**Recommendation/Action:** It is recommended that the City Council approve the agreement, authorize the necessary signatures and approve filing with the Register of Deeds.

**Attachment:** Encroachment agreement

### HOLD HARMLESS AGREEMENT

THIS AGREEMENT made this 30 day of October, 2012, BY AND BETWEEN THE CITY OF WICHITA, KANSAS, hereinafter called "CITY" AND THE LARRY G. UNDERHILL REVOCABLE TRUST hereinafter called "OWNER"

WITNESSETH:

Whereas, the public has been granted a drainage easement 10 feet in width, along the southeasterly line of Lot 2, Block D, Fossil Rim Estates, Wichita, Sedgwick County, Kansas,

and

Whereas, Owner desires to occupy and construct improvements over the following described section of said easement, to wit: an 18" (eighteen inch) overhang on a proposed detached garage to be constructed on said Lot hereinafter referred to as **Tract "A"**.

NOW THEREFORE, in consideration of the premises and the several mutual and reciprocal promises of the parties, it is agreed as follows:

- (1) The City hereby agrees to permit the Owner to occupy and construct improvements on, over and across the aforesaid drainage easement, and specifically waives any and all rights of action in law or equity against Owner, arising out of the Owner's occupancy and encroachment on and over said easement.
- (2) The Owner agrees that it will not begin construction of improvements, on, over and across the said easement without first obtaining the City's approval of any and all plans and specifications for such improvements.
- (3) In the event that a drainage or storm sewer line or other structure within the above described utility easement is planned or requires repair and/or maintenance and the same construction or repair is determined by the City to be impossible or impractical due to the presence of the encroachment described as Tract "A", the Owner shall be obligated to either (a) pay the costs to replace that portion

of the structure within such encroachment; (b) remove the said encroachment and clear the said easement; or (c) pay the costs of tunneling under the encroachment to permit repair and/or maintenance of the structure.

- (4) The Owner agrees to protect and indemnify the City and adjacent property owners against any increased cost that may accrue to them due to the necessity of construction of greater distance to avoid connecting beneath any improvements that may be built on, over and across said easement. In the event the Owner fails to provide such indemnification, the Owner agrees that the City may assess any cost incurred by it against the property of the Owner to Lot 2, Block D, Fossil Rim Estates, Wichita, Sedgwick County, Kansas. Such assessment shall be in the manner described in K.S.A. 12-6a 17, as amended from time to time.
- (5) The Owner agrees to indemnify and hold harmless the City from any and all claims for personal injury and/or property damage resulting from the leaking, cave-in or failure of that portion of said structure within Tract "A" and which injury and/or damage is caused by the presence of the encroachment into Tract "A". The Owner hereby releases the City from any and all claims that it might have for property damage caused by work performed by the City, or its employees, agents and contractors, in connection with the inspection, repair and/or maintenance of the structure within the above described easement.
- (6) This agreement may be terminated by the City upon failure of the Owner to comply with all of the terms of this agreement.
- (7) The provisions contained herein are to be construed as covenants running with the land and may be enforced against any titleholder of the within described premises, so long as the structure contemplated by this agreement is in existence.
- (8) This document creates a temporary, non-exclusive interest in real property and is not a construction contract governed by K.S.A. 16-121 as amended.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their names the day and year first above written.

The Larry G. Underhill Revocable Trust

By: Larry G. Underhill

Larry G. Underhill, Trustee

Owner

STATE OF KANSAS, SEDGWICK COUNTY, ss:

BE IT REMEMBERED, that on this 30<sup>th</sup> day of October, 2012, before me, a Notary Public, in and fore said county and state, came Larry G. Underhill, Trustee of The Larry G. Underhill Revocable Trust to me personally known to be the same person(s) who executed the within and foregoing instrument and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last written.

My Commission Expires: 3/18/2015



Dan Moore  
Notary Public

**CITY OF WICHITA, KANSAS**

By \_\_\_\_\_  
Carl Brewer, Mayor  
City

ATTEST:

\_\_\_\_\_  
City Clerk

STATE OF KANSAS, SEDGWICK COUNTY, ss:

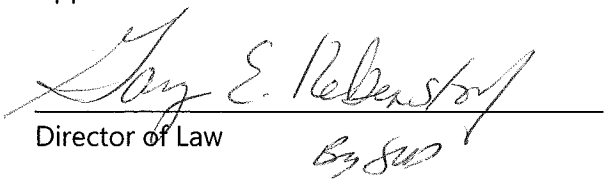
BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2012, before me, a Notary Public, in and fore said county and state, came, Carl Brewer, Mayor of the City of Wichita, Kansas, to me personally known to be the same person who executed the within and foregoing instrument, and duly acknowledged the execution of the same, for and on behalf, and as the act and deed of said City.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last written.

\_\_\_\_\_  
Notary Public

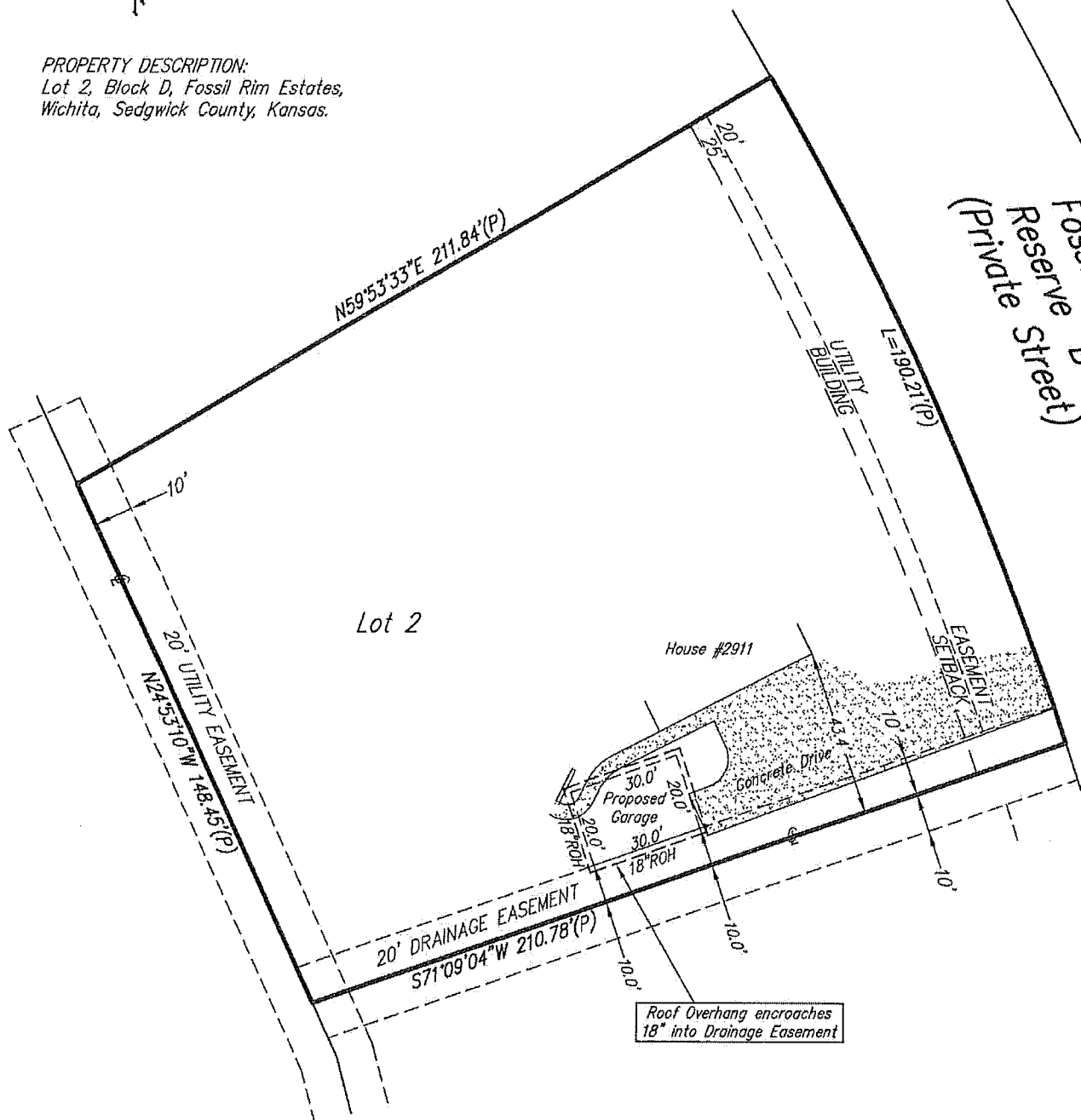
My Commission Expires: \_\_\_\_\_

Approved as to Form

  
\_\_\_\_\_  
Director of Law

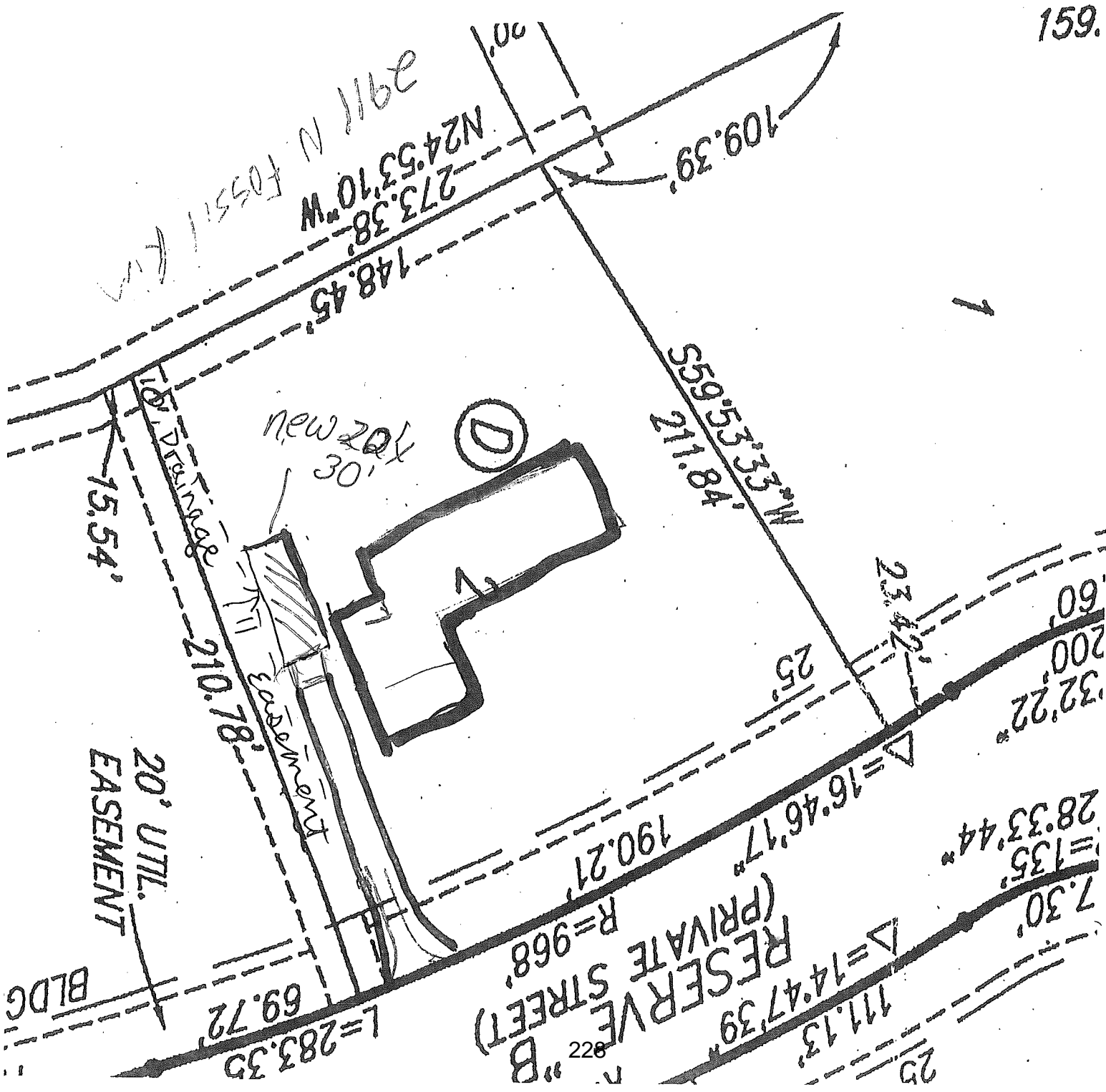
# THE

Fossil Rim  
"B"  
Reserve  
Street)  
(Private



Roof Overhang encroaches  
18" into Drainage Easement

159.1





City of Wichita  
City Council Meeting  
November 20, 2012

**TO:** Mayor and City Council

**SUBJECT:** Agreement for Kellogg/I-235 Interchange (Districts IV and V)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

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**Recommendation:** Approve the City/County/State agreement.

**Background:** The Kansas Department of Transportation (KDOT) has the design 50% complete to improve the intersection of Kellogg and I-235 Freeway. KDOT is responsible for design, right-of-way acquisition, letting and construction administration for the project. A part of the project limits will be within City of Wichita right-of-way. An agreement has been prepared to permit KDOT to use the right-of-way as needed for the project in accordance with the final, approved construction plans.

**Analysis:** The project will provide a system to system interchange that will significantly improve traffic flow and safety.

**Financial Considerations:** The project is jointly funded by KDOT and Sedgwick County.

**Legal Considerations:** The agreement has been approved as to form by the Law Department.

**Recommendation/Action:** It is recommended that the City Council approve the agreement and authorize the necessary signatures.

**Attachments:** Agreement.

PROJECT NO. 235-87 KA-0161-04  
ACIM-2351(197)  
INTERCHANGE IMPROVEMENTS  
CITY OF WICHITA, KANSAS  
COUNTY OF SEDGWICK, KANSAS

## AGREEMENT

**PARTIES:** **MICHAEL S. KING, Secretary of Transportation**, Kansas Department of Transportation (KDOT), hereinafter referred to as the "Secretary,"

**The City of Wichita Kansas**, hereinafter referred to as the "City,"

**Sedgwick County, Kansas**, hereinafter referred to as the "County,"

**Collectively** referred to as the "Parties."

**PURPOSE:** The Secretary has authorized an interchange improvement project, hereinafter referred to as the "Project." The Parties are empowered by the laws of Kansas to enter into agreements for the construction and maintenance of the State Highway System through the City. The Secretary desires to construct the Project on I-235 and US-54. The City agrees to the Project in the City. The Parties desire to enter into an Agreement to make improvements to the state highway through the use of state or federal funds or a combination of state and federal funds.

**PROJECT:** The Secretary and the City desire to enter into this Agreement for the construction of a Project for the improvement of I-235 and US-54 in the City and is described as follows:

Reconstruction of the I-235/US-54/US-400/Kellogg Ave interchange and reconstruction of West Street interchange.

### EFFECTIVE

**DATE:** The Parties in consideration of the premises and to secure the approval and construction of the Project shall mutually agree to perform in accordance with this Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

## ARTICLE I

### THE SECRETARY AGREES:

1. The Project shall be undertaken and completed by the Secretary except as otherwise modified by this Agreement.

2. In the name of the Secretary, to perform appraisal and acquisition work including condemnation, if necessary, for rights of way and easements as shown on the Project plans. All costs for rights of way and easements as shown on the Project plans will be paid for with state funds or federal funds or a combination of state and federal funds.

3. To receive and disburse all funds directly to the Parties involved in acquisition of rights of way and easements.

4. To prepare the Project plans, let the contract for the Project and administer the construction of the Project as required by the Federal Highway Administration to negotiate with and report to the Federal Highway Administration and administer the payments due the contractor.

5. All construction items included in the Project plans shall be paid for with state funds, federal funds and County funds or a combination of state and federal and County funds.

6. To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act, the Secretary will defend, indemnify, hold harmless, and save the City, County and their authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the Secretary, the Secretary's employees, agents, or subcontractors. The Secretary shall not be required to defend, indemnify, hold harmless, and save the City and County for negligent acts or omissions of the City and County or their authorized representatives or employees.

7. To require the contractor to indemnify, hold harmless, and save the Secretary, the County and the City from personal injury and property damage claims arising out of the act or omission of the contractor, the contractor's agent, subcontractors (at any tier), or suppliers (at any tier). If the Secretary, the County or the City defends a third party's claim, the contractor shall indemnify the Secretary and the City for damages paid to the third party and all related expenses either the Secretary, the County or the City or both incur in defending the claim.

8. To be responsible for one hundred percent (100%) of the total actual costs of construction (which includes the costs of all construction contingency items) that exceed \$11,600,000.00. Furthermore, the Secretary shall be responsible for one hundred percent (100%) of the total actual costs of construction engineering, preliminary engineering, rights of way, and utility adjustments for the Project.

9. To withhold the County's Fiscal Years' 2016, 2017, and 2018 federal fund appropriations allocated by KDOT, in the manner described in Article III, paragraph 3, as the County's share of costs for the Project.

## ARTICLE II

### THE CITY AGREES:

1. It shall, by resolution, authorize the Secretary to undertake and complete the Project within the corporate limits of the City.

2. The Secretary shall have the right to utilize any land owned or controlled by the City, lying inside or outside the limits of the City as shown on the final design plans, for the purpose of constructing the highway Project. Neither the Secretary nor the Federal Highway Administration shall participate in the cost of these rights of way or easements, unless the Secretary determines the City will incur an unnecessary hardship. The City shall provide Secretary with a copy of all appropriate legal descriptions, deeds and easements for any land utilized by the Secretary. Further, the City acknowledges that providing these copies of the legal descriptions, deeds and easements by the City to the Secretary is an obligation of the City for this Agreement and construction of the Project.

3. To initiate and proceed with diligence, under City ordinance 10.04.010, the removal of all encroachments either on or above the limits of the right of way shown on the Project plans. It is further agreed all such encroachments be removed before the Project is advertised for letting (provided, however, if the Secretary is satisfied, with respect to any encroachment, the physical removal thereof has been fully provided for between the City and the owner thereof and will be accomplished within a time sufficiently short to present no hindrance or delay to the construction of the Project, the Secretary may cause the Project to be advertised for letting before such encroachment is fully removed). The City further agrees it will not in the future permit the erection of gas and fuel dispensing pumps upon the rights of way of the Project, and it will require any gas and fuel dispensing pumps erected, moved or installed along the Project be placed no less than 12 feet back of the right of way line. All rights of way provided for the Project shall be used solely for public highway purposes and no signs, posters, billboards, roadside stands, fences, structures or other private installations shall be permitted within the rights of way limits except as provided by state laws.

4. To adopt all necessary ordinances and/or resolutions and to take such legal steps as may be required to give full effect to the terms of this Agreement.

5. To prohibit parking of vehicles on the city connecting link and on the acceleration and deceleration lanes of all connecting streets and highways and on additional portions of the connecting streets and highways the Secretary may deem necessary to permit free flowing traffic throughout the length of the improvement covered by this Agreement.

6. To maintain the control of access rights and to prohibit the construction or use of any entrance or access points along the Project other than those shown on the Project plans. The City agrees any exceptions therefrom must be approved by the Secretary.

7. Upon request by the Secretary, to provide the Secretary an accounting of all actual non-participating costs which are paid directly by the City to any party outside of the KDOT and all costs incurred by the City not to be reimbursed by the KDOT for preliminary engineering, rights of way, utility adjustments, construction, and construction engineering work phases, or any other major expense associated with the Project. This will enable the Secretary to report all costs of the Project to the legislature.

8. The City and the Secretary shall determine the manner in which traffic is to be handled during construction. It is therefore agreed between the Parties that before Project plans have been completed, detour routes and street closings, if necessary, shall be agreed upon by authorized representatives of the City and the Secretary, and noted on the Project plans. If revisions to the traffic handling plan are proposed during the progress of construction, the City and the Secretary shall approve such revisions before they become effective.

### **ARTICLE III**

#### **THE COUNTY AGREES:**

1. To adopt all necessary ordinances and/or resolutions and to take such legal steps as may be required to give full effect to the terms of this Agreement.

2. Upon request by the Secretary, to provide the Secretary an accounting of all actual non-participating costs which are paid directly by the County to any party outside of the KDOT and all costs incurred by the County not to be reimbursed by the KDOT for preliminary engineering, rights of way, utility adjustments, construction, and construction engineering work phases, or any other major expense associated with the Project. This will enable the Secretary to report all costs of the Project to the legislature.

3. To be responsible for \$11,600,000.00 of the total actual cost of construction (which includes the costs of all construction contingency items) for the Project. The County commits its Fiscal Years' 2016, 2017, and 2018 federal fund appropriations to offset the County's share of costs for the Project. Specifically, the County shall deposit with the Secretary: (i) an amount equal to the difference between \$4,000,000.00 and its allocated 2016 federal funds fifty (50) days after the letting date of the Project but no sooner than January 31, 2016; (ii) an additional amount equal to the difference between \$4,000,000.00 and its allocated 2017 federal funds one year after the letting date of the Project but no sooner than January 31, 2017; and (iii) an additional amount equal to the difference between \$3,600,000.00 and its allocated 2018 federal funds two years after the letting date of the Project but no sooner than January 31, 2018. The County shall not be responsible for the total actual costs of construction engineering, preliminary engineering, rights of way, and utility adjustments for the Project.

4. To participate and cooperate with the Secretary in an annual audit of the Project. The County shall make its records and books available to representatives of the Secretary and/or the Federal Highway Administration for audit for a period of five (5) years after date of final payment under this Agreement. If any such audits reveal payments have been made with federal funds by the

County for items considered non-participating, the County shall promptly reimburse the Secretary for such items upon notification by the Secretary.

#### ARTICLE IV

##### THE PARTIES MUTUALLY AGREE:

1. Under the terms of the Federal-Aid Highway Acts and the rules and regulations of the Federal Highway Administration, states and cities are, under certain circumstances, entitled to receive assistance in the financing of the construction and reconstruction of roads and streets, provided, however, in order to be eligible for such federal aid, such work is required to be done in accordance with the laws of the state of Kansas and federal requirements.

2. The Secretary will move or adjust, or cause to be moved or adjusted, and will be responsible for such removal or adjustment of all existing structures, pole lines, pipe lines, meters, manholes and other utilities, publicly or privately owned, which may be necessary to construct the Project in accordance with the final design plans. New or existing utilities to be installed, moved or adjusted will be located or relocated in accordance with the current version of the Kansas Department of Transportation Utility Accommodation Policy (UAP), as amended or supplemented.

If the City has a population of less than 2,501 (based on the U.S. Bureau of Census-2010 Census), the Secretary agrees to be responsible for the expense to remove or adjust City owned utility facilities located on public rights of way as necessary to construct the Project in accordance with the final design plans. The payment of such expense by the Secretary shall be by a separate utility adjustment agreement between the Secretary and the City. If the City has a population of more than 2,500 (based on the U.S. Bureau of Census-2010 Census), the utility owners shall be responsible for the expense to remove or adjust all utility facilities on public rights of way as necessary to construct the Project in accordance with the final design plans. The expense of removal or adjustment of utility facilities located on private easements shall be reimbursed to the utility owners by the Secretary. The payment of such expense by the Secretary shall be by separate utility adjustment agreement between the Secretary and the utility owners.

3. The final design plans for the Project are by reference made a part of this Agreement.

4. They have in the past entered into an agreement covering routine maintenance of the city connecting link, and it is the intention of the Secretary and the City the agreement for routine maintenance shall remain in full force and effect and the mileage set out thereon shall not be affected by this Agreement.

5. The location, form and character of informational, regulatory and warning signs, of traffic signals and of curb and pavement or other markings installed or placed by any public authority, or other agency as authorized by K.S.A. 8-2005, shall conform to the manual and specifications adopted under K.S.A. 8-2003 and any amendments thereto are incorporated by reference.

6. The Special Attachment No. 1 attached hereto, pertaining to the implementation of the Civil Rights Act of 1964, is hereby made a part of this Agreement.

7. This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary, the County and the City and their successors in office.

9. No third party beneficiaries are intended to be created by this Agreement, nor do the Parties herein authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

**The signature page immediately follows this paragraph.**

**IN WITNESS WHEREOF** the Parties hereto have caused this Agreement to be signed by their duly authorized officers on the day and year first above written.

ATTEST:

THE CITY OF WICHITA, KANSAS

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR

(SEAL)

SEDGWICK COUNTY, KANSAS

ATTEST:

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
COUNTY CLERK (Date)

\_\_\_\_\_  
CHAIRMAN

(SEAL)

Kansas Department of Transportation  
Michael S. King, Secretary of Transportation

By: \_\_\_\_\_  
Jerome T. Younger, P.E.  
Deputy Secretary and  
State Transportation Engineer



## KANSAS DEPARTMENT OF TRANSPORTATION

Special Attachment  
To Contracts or Agreements Entered Into  
By the Secretary of Transportation of the State of Kansas

NOTE: Whenever this Special Attachment conflicts with provisions of the Document to which it is attached, this Special Attachment shall govern.

THE CIVIL RIGHTS ACT OF 1964, and any amendments thereto,  
REHABILITATION ACT OF 1973, and any amendments thereto,  
AMERICANS WITH DISABILITIES ACT OF 1990, and any amendments thereto,  
AGE DISCRIMINATION ACT OF 1975, and any amendments thereto,  
EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL JUSTICE IN MINORITY  
POPULATIONS AND LOW INCOME POPULATIONS 1994, and any amendments thereto,  
49 C.F.R. Part 26.1 (DBE Program), and any amendments thereto

### NOTIFICATION

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (78 Stat. 252), §504 of the Rehabilitation Act of 1973 (87 Stat. 355) and the Americans with Disabilities Act of 1990 (42 USC 12101), the Age Discrimination Act of 1975 (42 USC 6101), the regulations of the U.S. Department of Transportation (49 C.F.R., Part 21, 23, and 27), issued pursuant to such Act, Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations (1994), and the DBE Program (49 C.F.R., Part 26.1), hereby notifies all contracting parties that, the contracting parties will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, religion, color, gender, age, disability, national origin, or minority populations and low income populations as more specifically set out in the following "Nondiscrimination Clauses".

### CLARIFICATION

Where the term "Consultant" appears in the following "Nondiscrimination Clauses", the term "Consultant" is understood to include all parties to contracts or agreements with the Secretary of Transportation of the State of Kansas.

### Nondiscrimination Clauses

During the performance of this contract, the Consultant, or the Consultant's assignees and successors in interest (hereinafter referred to as the "Consultant"), agrees as follows:

- 1) Compliance with regulations: The Consultant will comply with the regulations of the U.S. Department of Transportation relating to nondiscrimination in its federally-assisted programs and codified at Title 49, Code of Federal Regulations, Parts 21, 23 and 27, (hereinafter referred to as the "Regulations"). The Regulations are herein incorporated by reference and made a part of this contract.
- 2) Nondiscrimination: The Consultant, with regard to the work performed by the Consultant after award and prior to the completion of the contract work, will not discriminate on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations in the selection and retention of subcontractors, including in the procurements of materials and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 3) Solicitations for Subcontractors, including Procurements of Material and Equipment: In all solicitations, either competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract including procurements of materials and equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligation under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations.

- 4) Information and Reports: The Consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and the Secretary of the Transportation of the State of Kansas will be permitted access to the Consultant's books, records, accounts, other sources of information, and facilities as may be determined by the Secretary of Transportation of the State of Kansas to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Secretary of Transportation of the State of Kansas and shall set forth what efforts it has made to obtain the information.
- 5) Employment: The Consultant will not discriminate against any employee or applicant for employment because of race, religion, color, gender, age, disability, or national origin.
- 6) Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Secretary of Transportation of the State of Kansas shall impose such contract sanctions as the Secretary of Transportation of the State of Kansas may determine to be appropriate, including, but not limited to,
  - (a) withholding of payments to the Consultant under the contract until the Consultant complies, and/or
  - (b) cancellation, termination or suspension of the contract, in whole or in part.
- 7) Disadvantaged Business Obligation
  - (a) Disadvantaged Business as defined in the Regulations shall have a level playing field to compete for contracts financed in whole or in part with federal funds under this contract.
  - (b) All necessary and reasonable steps shall be taken in accordance with the Regulations to ensure that Disadvantaged Businesses have equal opportunity to compete for and perform contracts. No person(s) shall be discriminated against on the basis of race, color, gender, or national origin in the award and performance of federally-assisted contracts.
  - (c) The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of Federally-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.
- 8) Executive Order 12898
  - (a) To the extent permitted by existing law, and whenever practical and appropriate, all necessary and reasonable steps shall be taken in accordance with Executive Order 12898 to collect, maintain, and analyze information on the race, color, national origin and income level of persons affected by programs, policies and activities of the Secretary of Transportation of the State of Kansas and use such information in complying with Executive Order 12898.
- 9) Incorporation of Provisions: The Consultant will include the provisions of paragraphs (1) through (8) in every subcontract, including procurements of materials and equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the Secretary of Transportation of the State of Kansas may direct as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, however, that, in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the State to enter into such litigation to protect the interests of the State.

CONTRACTUAL PROVISIONS ATTACHMENT

**Important:** This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges-hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.

6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

City of Wichita  
City Council Meeting  
November 20, 2012

**TO:** Mayor and City Council

**SUBJECT:** Supplemental Agreement No. 1 for Construction Engineering and Staking in Remington Place Addition (south of 21st Street North, east of Webb Road) (District II)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

.....

**Recommendation:** Approve Supplemental Agreement No. 1.

**Background:** On September 11, 2012, the City Council approved a design agreement with MKEC Engineering Consultants, Inc. (MKEC) for paving; water distribution, sanitary sewer, and storm water drain improvements to Remington Place Addition.

**Analysis:** Proposed Supplemental Agreement No. 1 between the City and MKEC provides for construction engineering and staking the improvements. At the request of the Wichita Area Builders Association, this development is being used as a pilot project to compare outsourced staking and inspection fees to estimated costs of staking and inspection provided by City staff.

**Financial Considerations:** Payment to MKEC for the services provided in Supplemental Agreement No. 1 will be on a lump sum basis of \$32,000, and will be paid by special assessments.

**Legal Considerations:** Supplemental Agreement No. 1 has been approved as to form by the Law Department.

**Recommendation/Action:** It is recommended that the City Council approve Supplemental Agreement No. 1 and authorize the necessary signatures.

**Attachments:** Supplemental Agreement No. 1.

SUPPLEMENTAL AGREEMENT

TO

AGREEMENT FOR PROFESSIONAL SERVICES DATED SEPTEMBER 11, 2012

BETWEEN

THE CITY OF WICHITA, KANSAS

PARTY OF THE FIRST PART, HEREINAFTER CALLED THE

“CITY”

AND

MKEC ENGINEERING CONSULTANTS, INC.

PARTY OF THE SECOND PART, HEREINAFTER CALLED THE

“ENGINEER”

WITNESSETH:

WHEREAS, there now exists a Contract (dated September 11, 2012) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements in **REMINGTON PLACE ADDITION** (south of 21st North, east of Webb Road).

WHEREAS, Paragraph IV. B. of the above referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the “PROJECT” as stated on page 1 of the above referenced agreement is hereby amended to include the following:

**STAKING, AS-BUILT & CONSTRUCTION ENGINEERING**  
(as per the City of Wichita Standard Construction Engineering Practices)

**21st STREET NORTH DRIVE APPROACH RELOCATION** serving Lot 1, Block 1; Remington Place Addition (south of 21st North, east of Webb Road) (Project No. 472 85061).

**STORM WATER DRAIN NO. 381** serving Lot 1, Block 1; Remington Place Addition (south of 21st North, east of Webb Road) (Project No. 468 84775).

**LATERAL 59, MAIN 24, SOUTHWEST INTERCEPTOR SEWER** serving Lot 1, Block 1; Remington Place Addition (south of 21st North, east of Webb Road) (Project No. 468 84786)

**WATER DISTRIBUTION SYSTEM** serving Lot 1, Block 1; Remington Place Addition (south of 21st North, east of Webb Road) (Project No. 448 90537).

Construction staking and final as-built of all areas included in the project mass grading plan will be the responsibility of the ENGINEER, with final as-built plans submitted and sealed by a licensed land surveyor or registered professional engineer. Minimum construction staking shall consist of the following: grade stakes set at 50 foot center in tangent sections, and 25 foot centers through curve sections, at the street centerline (to match CL street stationing per paving plans); both right-of-way lines (at lot corners); back lot/easement lines (at lot corners); as well as any other grade break lines. Grade stake cuts and fills shall be to the dirt grade as required by the mass grading plan details, and shall not be set for final pavement grade, nor to actual final subgrade elevation. Final elevations for all areas outside the street right-of-way to be graded per plans, provisions or otherwise, including lots, easements, ponds and reserve areas, shall be within +/-0.2' of plan call-outs, unless otherwise stated in plans or provisions. Final elevations within the street right-of-way shall be within +/-0.1' of plan call-outs. The ENGINEER will be responsible to provide initial as-built(s) to the City's Project Engineer, who will coordinate any rework with the contractor. The ENGINEER'S survey and as-built generation responsibilities will include re-checking all points deemed to be out of compliance by the City project engineer, regardless of the number of times to achieve compliance. Two copies of the project specific mass grading and pond construction plan sheets will be submitted to the Project Engineer within 5 days of completion of final grading, will show original plan and final as-built elevations at all original call-out locations. Submittals will include both standard plan sheets as well as an electronic file.

**B. PAYMENT PROVISIONS**

The lump sum fee and the accumulation payment limits in Section IV. A. shall be amended as follows:

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement shall be made on the basis of the lump sum fee specified below:

Project No. 475 85061	<u>\$ 1,850.00</u>
Project No. 468 84775	<u>\$17,500.00</u>
Project No. 468 84786	<u>\$ 6,325.00</u>
Project No. 448 90537	<u>\$ 6,325.00</u>
<b>TOTAL:</b>	<b>\$32,000.00</b>

**C. PROVISIONS OF THE ORIGINAL CONTRACT**

The parties hereto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

BY ACTION OF THE CITY COUNCIL

\_\_\_\_\_  
Carl Brewer, Mayor

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Gary Rebenstorf, Director of Law

MKEC ENGINEERING CONSULTANTS, INC.

\_\_\_\_\_  
Gregory J. Allison, P.E., Vice President

ATTEST:

\_\_\_\_\_  
Cynthia A. Womack Admin. Asst

City of Wichita  
City Council Meeting  
November 20, 2012

**TO:** Mayor and City Council

**SUBJECT:** Change Order No. 4- 13th Street Improvement, Hydraulic to Oliver (District I)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

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**Recommendation:** Approve Change Order No. 4.

**Background:** The 2009-2018 Capital Improvement Program (CIP) included funding to reconstruct 13th Street, between Hydraulic and Oliver. On February 7, 2012, the City Council approved construction funding for the project. On June 15, 2012, the City Council approved a construction contract with Cornejo & Sons, LLC for \$11,764,363, and construction began in August. Approval for replacement of traffic signal wiring, replacement of electrical conduit, and installation of curb inlet drains is requested at this time.

**Analysis:** The location of the existing traffic signal conduit at the 13<sup>th</sup> and Grove intersection was unknown at the time of design due to inadequate records and the inability to physically trace. The proposed new storm sewer through the intersection will conflict with the conduit, requiring relocation. This will require the placement of temporary wiring during construction, in order to keep the signals operational and new conduit after all remaining storm water work is completed in the intersection.

All proposed storm water inlets at sump locations (low points in the new curb) will require the installation of under drain pipe to allow the new aggregate base to drain properly. The under drains were inadvertently left off of the original plans.

**Financial Considerations:** The cost of the additional work is \$26,473. The original contract amount is \$11,764,363. This change order plus previous change orders represents 0.65% of the original contract amount. Funding is available within the existing project budget.

**Legal Considerations:** The Law Department has approved the change order as to form. The change order amount is within the 25% of contract cost limit set by City Council policy.

**Recommendation/Action:** It is recommended that the City Council approve Change Order No. 4 and authorize the necessary signatures.

**Attachments:** Change Order No. 4.





PUBLIC WORKS-ENGINEERING

October 15, 2012  
**CHANGE ORDER****To: Cornejo & Sons, LLC**  
**Change Order No.: 4**  
**Purchase Order No.: 240432**  
**CHARGE TO OCA No.: 706933****Project: 13th Street, Hydraulic to Oliver**  
**Project No.: 472-84320**  
**OCA No.: 706933/635803/624100**  
**PPN: 205399/752025/652018****Please perform the following extra work at a cost not to exceed \$26,472.54****Additional Work:** Replace traffic signal wiring and replace electrical conduit at 13<sup>th</sup> & Grove Intersection. Install Curb Inlet Drains on all sump inlets (measured quantity) for the project.**Reason for Additional Work:** The existing traffic signal conduit on the southwest corner of the 13<sup>th</sup> & Grove intersection conflicts with the new SWS. The wiring inside the conduit must be relocated to the west side of the intersection in order to keep the signals operational. New wire is required as the existing wire is not long enough to connect the entire intersection back to full use. In addition, the conduit must be replaced after all remaining storm water work is completed in the intersection. The plan detail sheet on page 99 for Installing Curb Inlet Drains calls out for a bid item for installation of each Inlet Drain however there is not a bid item.

<b>Item</b>	<b>KDOT#</b>	<b>Negot'd/Bid</b>	<b>Qty</b>	<b>Unit Price</b>	<b>Extension</b>
Replace Signal Wiring		Negot'd	1 LS	\$ 2,522.00	\$ 2,522.00
Replace Signal Conduit		Negot'd	1 LS	\$10,603.00	\$10,603.00
Inlet Underdrains		Negot'd	58 ea	\$ 230.13	\$13,347.54

CIP Budget Amount: \$15,210,000.00 (706933)  
\$ 1,250,000.00 (635803)  
\$ 1,100,000.00 (624100)

Consultant: Poe

**Exp. & Encum. To Date: \$13,958,997.49****CO Amount: \$26,472.54****Unencum. Bal. After CO: \$1,224,529.97**

Original Contract Amt.: \$11,764,362.68

Current CO Amt.: \$26,472.54

**Amt. of Previous CO's: \$50,607.24****Total of All CO's: \$77,079.78****% of Orig. Contract / 25% Max.: 0.65%****Adjusted Contract Amt.: \$11,841,442.46****Recommended By:** James Wagner, P.E.**Approved:**\_\_\_\_\_  
Greg Baalman, P.E.  
Construction Engineer\_\_\_\_\_  
Date\_\_\_\_\_  
Gary Janzen, P.E.  
City Engineer\_\_\_\_\_  
Date**Approved:****Approved**\_\_\_\_\_  
Contractor\_\_\_\_\_  
Date\_\_\_\_\_  
Alan King  
Director of Public Works & Utilities\_\_\_\_\_  
Date

**Approved as to Form:**

\_\_\_\_\_  
Gary Rebenstorf                      Date  
Director of Law

**By Order of the City Council:**

\_\_\_\_\_  
Carl Brewer                              Date  
Mayor

**Attest:** \_\_\_\_\_  
City Clerk

**City of Wichita  
City Council Meeting  
November 20, 2012**

**TO:** Mayor and City Council

**SUBJECT:** Pooled Funds Investment Policy Revisions

**INITIATED BY:** Department of Finance

**AGENDA:** Consent

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**Recommendation:** Approve the revised policy.

**Background:** Investment activities are performed in accordance with State law, City Ordinance and the most recent Pooled Funds Investment Policy, which was last approved by the City Council in December 2009. Under the provisions of K.S.A. 12-1677b, the City of Wichita holds expanded investment authority granted by the State Pooled Money Investment Board (PMIB) allowing the City to purchase certain federal agency securities and extend investment maturities from two to four years.

The City's investment portfolio averages \$360 million with investment purchases and maturities totaling \$1.7 billion annually.

As outlined in the Investment Policy, primary objectives of the City's investment activities are as follows in order of priority:

1. Safety of principal;
2. Liquidity to meet cash flow requirements; and
3. Achieving a rate of return to provide maximum earnings consistent with the higher priorities of safety and liquidity.

**Analysis:** In compliance with K.S.A. 12-1677b, information regarding the City's investment portfolio, activities and investment policy must be submitted annually to the PMIB for review and approval of continued expanded investment authority. Earlier in 2012, the PMIB adopted a revised policy for granting and renewing expanded investment authority to those entities seeking approval or renewal. The revised policy adopted by the PMIB included specific criteria and elements that must be reflected in each entity's investment policy for approval of new or continued expanded investment authority.

The PMIB communicated several elements that must be addressed in the City's investment policy to maintain continued approval of expanded investment authority, including: diversification and investment parameters; procedures regarding the sale of investments to address liquidity needs or a liquidity crisis; and maturity distribution. The PMIB also imposed a standard for each entity seeking expanded powers approval to have the investment policy approved by the governing body on an annual basis. Accordingly, the Pooled Funds Investment Policy has been revised to address each of the required policy elements as suggested by the PMIB. Previously, most of these provisions were addressed and outlined in the City's Investment Operating Guidelines rather than in the Investment Policy.

The revised Pooled Funds Investment Policy will be submitted to the PMIB by November 30, 2012 for consideration and approval in connection with its annual review of the City's expanded investment authority at the January 2013 PMIB meeting.

In addition to the changes made to comply with expanded investment authority granted by the PMIB, the Pooled Funds Investment Policy has also been modified to update and increase the market value of securities underlying any repurchase agreement or pledged on deposits to 105% of the amount of the repurchase agreement or deposits. Previously, the market value of securities underlying any repurchase agreement was 102% and securities pledged on deposits were required at a level equivalent to at least 100% of total deposits. Currently, a repurchase agreement is not utilized and securities pledged on deposits are in excess of 105% for each institution. The increased levels of collateral will further protect the City's deposits and provide for fluctuations in the market value of the securities pledged.

Upon approval by the governing body, the revised Investment Policy will also be submitted for review and certification by the Association of Public Treasurers of the United States and Canada (APT US&C). The City's Investment Policy was most recently awarded the Certification of Excellence Award in July 2011, and no comments or suggestions for improvement were received as a result of this review. Critical elements of the APT US&C review pertain to: liquidity, selection and review of suitable investment instruments, internal controls, reporting, portfolio diversification, custody and safekeeping, selection of investment institution criteria, ethics and conflicts of interest. The City of Wichita is one of nearly 30 governments to have its investment policy certified by the APT US&C's Investment Policy Certification Program. Of the policies received each year for review, only two-thirds are accepted on their first submission.

**Financial Considerations:** The revisions to the City's Investment Policy have no financial impact.

**Legal Considerations:** The revised Pooled Funds Investment Policy has been reviewed and approved as to form by the Law Department.

**Recommendations/Actions:** It is recommended that the City Council approve and file the revised City of Wichita Pooled Funds Investment Policy.

**Attachments:** City of Wichita Pooled Funds Investment Policy (November 2012)  
City of Wichita Pooled Funds Investment Policy (November 2012 Redlined Version)

# **Pooled Funds Investment Policy**

For The



Department of Finance

November 2012

Council Approved: September 1991  
Revised: May 1993, Resolution R-93-235  
Revised: February 1995, Resolution R-95-076  
April 1995: Municipal Treasurer's Association Certification of Excellence  
Revised: August 1995, Resolution R-95-396  
State Pooled Money Investment Board Expanded Authority Approval, Sept. 19, 1995  
Revised: October, 1996, Resolution R-96-406  
Revised: December 2001  
August 2002: Association of Public Treasurers Certification of Excellence  
City Council Approved: December 2005  
August 2008: Association of Public Treasurers Certification of Excellence  
Revised: December 2008, City Council Approved December 2008  
Revised: October 2009, City Council Approved December 2009  
Revised: November 2012, City Council Approved

# CITY OF WICHITA, KANSAS

## Pooled Funds Investment Policy

### Table of Contents

I.	Policy.....	3
II.	Scope .....	3
III.	Objectives.....	3
IV.	Authority .....	4
V.	Prudence .....	5
VI.	Ethics and Conflicts of Interest .....	5
VII.	Pooled Investment Committee. ....	5
VIII.	Internal Controls.....	6
IX.	Management Fees.....	6
X.	Investment Earnings.....	6
XI.	Authorized Investments.....	6
XII.	Investment Parameters .....	8
XIII.	External Investment Pools.....	8
XIV.	Derivatives .....	9
XV.	Performance Standards and Reporting.....	9
XVI..	Collateralization .....	10
XVII.	Competitive Selection of Investment Instruments .....	11
XVIII.	Staff Qualifications .....	12
XIX.	Bond of Treasurer.....	12
XX.	Brokers and Dealers .....	12
XXI.	Safekeeping and Custody .....	13
XXII.	Separate Provisions of Policy and Conflicts with Kansas Law.....	13

**CITY OF WICHITA, KANSAS**  
**POOLED FUNDS INVESTMENT POLICY**

**I. Policy**

It is the policy of the City of Wichita that, giving due regard to the safety and risk of investment, all available funds shall be invested in conformance with legal and administrative guidelines and, to the maximum extent possible, at the highest rates obtainable at the time of investment, while meeting the daily cash flow demands of the City of Wichita. This policy is intended to establish principles and basic procedural guidelines for the City's investments and management of such funds.

**II. Scope**

This investment policy applies to all financial resources of the City of Wichita, other than funds of the pension trust held by the Pension Boards' custodian, the cemetery permanent fund, the special assessment advance payments agency fund, and such funds excluded by law, bond indenture or other Council-approved covenants which are covered in separate investment policies.

The City of Wichita maintains a pooled funds investment strategy. The intent of the pooled investment strategy is to optimize revenue through the pursuit of effective cash management, thereby providing basic liquidity while taking advantage of longer investment horizons. Pooled funds are accounted for by the City's Department of Finance and the Controller's Office, as represented in the City of Wichita Comprehensive Annual Financial Report and include:

- General Fund
- Special Revenue Funds
- Debt Service Funds (unless prohibited by bond indentures)
- Capital Projects Funds
- Enterprise Funds
- Internal Service Funds
- Fiduciary Funds
- Any new fund created, unless exempted by the City Council

The City Treasurer's Office maintains the accounting for investment transactions representing the total pooled funds portfolio.

**III. Objectives**

The City's pooled investment portfolio shall be designed and managed in a manner responsive to the public trust and consistent with state and local law. The primary objectives, in priority order of the City's investment activities, shall be as follows:

**A. Safety of Principal**

Safety of principal is the foremost objective of the investment program. Investments of the City of Wichita shall be undertaken in a manner that seeks to ensure preservation of capital in the overall portfolio, while mitigating credit and interest rate risk.

### Credit Risk

The City will minimize credit risk, which is the risk of loss associated with the failure of a security issuer or broker, by:

1. Limiting investments to the safest types of securities.
2. Pre-qualifying the financial institutions, brokers/dealers, intermediaries, and advisers with which the City will do business.
3. Diversifying the investment portfolio so that potential losses on individual securities will be minimized.

### Interest Rate Risk

The City of Wichita will minimize the risk that the market value of securities in the portfolio will fall due to changes in general interest rates, by:

1. Structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity.
2. Investing funds primarily in shorter-term securities.
3. Diversifying investments by investing among a variety of securities offering independent returns.

#### B. Liquidity

The City of Wichita pooled investment portfolio will remain sufficiently liquid to meet all operating requirements that might be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands. A portion of the portfolio may be placed in investments which offer one-day liquidity for short-term funds, such as repurchase agreements or the Kansas Municipal Investment Pool.

#### C. Return on Investments

The City of Wichita pooled investment portfolio shall be designed with the objective of attaining a benchmark rate of return throughout budgetary and economic cycles, taking into consideration investment risk constraints and the cash flow characteristics of the portfolio. Return on investments is of secondary importance, compared to the safety and liquidity objectives described above.

### **IV. Authority**

In accordance with Chapter 2.18 of the City Code, the City Manager is directed to arrange for the investment of funds not needed for current obligations and the Director of Finance has management responsibility for the investment program. The Director shall establish written procedures for the operation of the investment program consistent with this investment policy. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions.

No person may engage in an investment transaction for the City of Wichita, except as provided under the terms of this policy and the procedures established by the Director. The Director shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials.



The investment policy adopted by the City of Wichita shall apply uniformly to all officials, employees, departments, agencies, boards, commissions, representatives and authorized agents in the performance of their official duties and to the processing and management of all investment transactions of the City's pooled funds portfolio. All participants in the investment process shall seek to act responsibly as custodians of the public trust. Investment officials shall avoid any transactions that might impair public confidence in the effectiveness of the government of the City of Wichita.

## **V. Prudence**

Investment officials acting pursuant to this policy shall be subject to the “prudent investor rule”, as set forth in the Uniform Prudent Investors Act, K.S.A. 58-24a01 *et seq.* and amendments thereto that shall be applied in the context of managing an overall portfolio. Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived. The investment officers, when adhering to written procedures and exercising due diligence, shall not be held personally responsible for a specific security's credit risk or market price changes, provided any deviations from expectations are reported to management in a timely manner and any necessary action is taken to control adverse consequences to the City.

## **VI. Ethics and Conflicts of Interest**

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Employees and investment officials shall disclose to the City Manager and City Attorney any material financial interests in financial institutions that conduct business with the City of Wichita, and they shall further disclose any large personal financial/investment positions that could be related to the performance of the City's portfolio. Employees and officers shall subordinate their personal investment transactions to those of the City, particularly with regard to the time of purchases and sales.

## **VII. Pooled Investment Committee**

The City of Wichita shall establish a Pooled Investment Committee to review and provide oversight regarding administration of the investment policy. The investment committee shall meet not less than annually and shall consist of the following members:

- Director of Finance
- Assistant Director of Finance
- City Treasurer
- Controller
- Cash Manager
- Other appointees, as designated by the Director of Finance

The Investment Committee shall review investment policies and procedures for compliance and adopt revisions to the Investment Operating Guidelines. Minutes of the committee meetings shall be available for review by both the internal and external auditors.

## **VIII. Internal Controls**

In the development of the system of internal controls, consideration shall be given to documentation of strategies and transactions, techniques for avoiding collusion, separation of functions, delegation of authority and limitations of action, custodial safekeeping, and avoidance of bearer-form securities.

The internal control framework and compliance with investment policies and procedures shall be reviewed in connection with the annual audit of the City's financial statements performed by an independent certified public accounting firm.

## **IX. Management Fees**

To support the costs of managing the City's investment pool, the Director of Finance is authorized, upon approval by the City Manager, to assess a management fee to the funds. This management fee shall be deducted from interest earnings before allocation to the funds. The management fee shall be established to cover all costs involved in managing the investment operations. The current pooled investment management fee is established in the Investment Operating Guidelines.

## **X. Investment Earnings**

An aggressive cash management and investment strategy shall be pursued to take advantage of investment earnings as a viable and material revenue source to operating and capital funds. Although interest income is included as a revenue source in the City budget, the investment policy and program is not administered to meet specific budgetary requirements or goals.

All moneys earned and collected from investments authorized in this policy shall be credited or charged to the appropriate funds/projects of the City, as determined by the cash position of each fund/project and in accordance with the budget as adopted by the City Council or otherwise directed by law. It is unlawful for the City to create indebtedness (borrow) in excess of the amount of funds actually on hand in the treasury, except for the following cases:

- A. payment has been authorized by a vote of the electors of the municipality;
- B. provision has been made for payment by the issuance of bonds or temporary notes - including all capital projects (general, special assessment, and enterprise fund types);
- C. provision has been made for payment by the issuance of no-fund warrants;
- D. provision has been made for a revolving fund for the operation of any municipal airport financed and sustained partially or wholly by fees, rentals, proceeds from the sale of merchandise or charges for rendering services, received from the users of such airport;
- E. provision has been made for payment pursuant to a service agreement entered into pursuant to K.S.A. 12-5503 (a municipality may enter into a service agreement for a term not to exceed 30 years).

## **XI. Authorized Investments**

The investments authorized under this policy shall be in accordance with K.S.A. 12-1675, K.S.A. 12-1677b and any other applicable statutes or ordinances and amendments thereto. The following list represents the types of investments that the City will consider and shall be authorized to invest in.

- United States Treasury and Agency Securities: The City may invest in obligations of, or obligations that are insured as to principal and interest by, the United States of America or any agency thereof and obligations and securities of United States sponsored enterprises which under federal law may be accepted as security for public funds, except that none of the City's funds may be invested in mortgage-backed securities.
- Repurchase Agreements (Repo): The City may invest in repurchase agreements with banks, savings and loan associations and savings banks which have main or branch offices located in the city of Wichita, or with a primary government securities dealer which reports to the market reports division of the Federal Reserve Bank of New York for direct obligations of, or obligations that are insured as to principal and interest by, the United States government or any agency thereof and obligations and securities of United States government sponsored enterprises which under federal law may be accepted as security for public funds. Such repurchase agreements may be made only with institutions that have entered into fully executed master repurchase agreements on file with the City. The market value of the securities underlying any repurchase agreement shall be maintained with a market value of at least 105% of the amount of the repurchase agreement. If the market value of the securities falls below 105% of the amount of the repurchase agreement, additional securities shall be required to attain full security.
- Collateralized Public Deposits (Certificates of Deposit): The City may invest in instruments issued by any bank, savings and local associations and savings banks which have main or branch offices located within the city of Wichita stating specified sums have been deposited for specified periods and at specified rates of interest. The certificates of deposit are required to be backed by acceptable collateral securities as dictated by state statute and further restricted by this investment policy. The maximum dollar amount invested in Certificates of Deposit in any one bank shall never exceed four percent (4%) of the pooled funds portfolio. Interest will be calculated on a 365-day year/actual day month basis, or another method approved by the Director of Finance or designee in writing.
- Temporary Notes or No-Fund Warrants: The City may invest in temporary notes or no-fund warrants issued by the City of Wichita.
- State Municipal Investment Pool: The City may invest in a pool of funds that is managed by and under the authority of the Pooled Money Investment Board established by K.S.A. 12-1677a and amendments thereto.
- Multiple Municipal Client Investment Pools: The City may invest with trust departments of banks which have main or branch offices located in Sedgwick County, or with trust companies incorporated under the laws of the Kansas which have contracted to provide trust services under the provisions of K.S.A. 9-2107, and amendments thereto, with banks which have main or branch offices located in Sedgwick County. These accounts will be secured as provided for under K.S.A. 9-1402 and amendments thereto. Authorized investments in these pools will be subject to the same terms, conditions and limitations as are applicable to the State Municipal Investment Pool established by K.S.A. 12-1677a and amendments thereto.

It is the practice of the City of Wichita to retain expanded investment authority under K.S.A. 12-1677b. Expanded investment authority authorizes the City to extend maturities from two years to four years and allows the City to further diversify the portfolio by investing in government agency securities. The authorized investments and maturity structure defined in this policy are contingent on the City's ability to retain expanded investment powers.

## **XII. Investment Parameters**

### **A. Diversification**

It is the policy of the City of Wichita to diversify its investment portfolio by security type and institution to reduce overall portfolio risk, protect from material losses due to issuer defaults, market pricing changes, technical complications leading to temporary lack of liquidity, or other risks resulting from an over-concentration of assets in a specific maturity sector, a specific issuer, or a specific class of securities. Investments shall be diversified by:

- Limiting investments to avoid over-concentration in securities from a specific issuer or business sector (excluding U.S. Treasury securities);
- Limiting investment in securities that have higher credit risks;
- Investing in securities with varying maturities; and
- Continuously investing a portion of the portfolio in readily available funds, such as the Kansas Municipal Investment Pool, money market funds or overnight repurchase agreements to ensure that appropriate liquidity is maintained in order to meet ongoing obligations.

The following maximum limits, by instrument, are established for the City's pooled funds portfolio:

	Minimum	Maximum
<b><i>Instrument</i></b>		
Demand Deposit / Repurchase Agreements	-	5%
Kansas Municipal Investment Pool	-	15%
Certificates of Deposit	-	100%
Temporary Notes	-	10%
Treasury Securities	-	100%
U.S. Agency Bullet/Discount Securities	-	95%
Bullet/Discount	-	95%
Agency Callable	-	30%
Agency Floater	-	10%
<b><i>Concentration</i></b>		
Maximum CD's of one issuer to total portfolio		4%
Maximum single agency issuer to total portfolio		40%
<b><i>Maturity</i></b>		
Less than 6 months	25%	65%
6 months to 12 months	15%	50%
1 year to 4 years	10%	60%
Weighted Average Maturity (days)	125	400
Modified Duration (years)	.3	1.4

To allow efficient and effective placement of proceeds from bond sales and County tax distributions, the limit on repurchase agreements and State MIP deposits may be exceeded up to fifty percent (50%) for a maximum of ten days following receipt of proceeds during adverse market conditions. To allow for investment maturity timing prior to bond payment dates, the limit on repurchase agreements and State MIP deposits may be exceeded up to the amount of the bond payment for a maximum of five days prior to a bond payment date.

#### B. Maximum Maturities

Investment maturities shall be scheduled in consideration with projected cash flow needs, taking into consideration large routine expenditures, as well as sizeable blocks of anticipated revenue. Maximum maturities for investment of funds under this policy shall be in accordance with K.S.A. 12-1675, K.S.A. 12-1677b, and any other applicable statutes or ordinances and amendments thereto. Maximum maturities by investment type are established as follows:

Type of Investment	Maximum Maturity
U.S. Treasury and Agency Securities	Four (4) years
Repurchase Agreements	Four (4) years
Collateralized Public Deposits (CDs)	Four (4) years
Temporary Notes/No-Fund Warrants	One (1) year
State Municipal Investment Pool	Two (2) years
Multiple Municipal Client Pools	Two (2) years

The sale of securities prior to maturity shall require the prior approval of the Director of Finance based on the following reasons:

- A security with declining credit may be sold prior to maturity to minimize the loss of principal.
- A security swap to improve the quality, yield, or target maturity of the portfolio.
- Liquidity needs requiring that a selected security be sold.

In the event of an unforeseen liquidity crisis, the current holdings of the portfolio shall be reviewed by the City Treasurer to determine particular investment securities suitable for sale prior to maturity, taking into consideration existing future cash flow requirements, to minimize potential losses. Securities identified for liquidation shall be approved by the Director of Finance prior to sale.

#### **XIV. External Investment Pools**

Prior to investing in any externally managed pool, including the State Municipal Investment Pool or Multiple Municipal Client Investment Pools, the City shall conduct a thorough investigation of the pool's operations. The following information regarding the management of the pool shall be maintained on file in the City Treasurer's Office and updated annually:

- A description of eligible investment securities, and a written statement of investment policy and objectives.
- A description of interest calculations, interest distribution methods, and treatment of losses.
- A description of how the securities are safeguarded (including the settlement processes), and how often securities are priced and the program is audited.
- A description of who may invest in the program, how often, and minimum and maximum amounts for deposit and withdrawals.
- A schedule for receiving statements and portfolio listings.
- A review of the pool's usage of reserves and retained earnings.
- A fee schedule, including when and how fees are assessed.
- Determination of whether the pool is eligible for deposits of bond proceeds.

## **XV. Derivatives**

Derivatives, defined as securities whose value relies on or is derived from an underlying security or index, are not authorized investments for the pooled funds portfolio. Exceptions to this policy statement are the following securities:

- U.S. Treasury Strips
- U.S. Treasury or Agency callable securities
- U.S. Treasury or Agency floating rate securities

These securities will meet all other policies and guidelines. Leveraging of the portfolio is strictly prohibited.

## **XVI. Performance Standards and Reporting**

The investment portfolio shall be designed with the objective of obtaining a benchmark return throughout budgetary and economic cycles, commensurate with the investment risk constraints and cash flow needs. The benchmark for the portfolio consists of the average return on the three-month U.S. Treasury Bill. This index is considered the benchmark for investment transactions with minimum risk and, therefore, is a minimum standard for the portfolio rate of return.

Following the primary objective of preservation of capital, the investment portfolio shall be actively managed to take advantage of market opportunities. In so doing, negotiable securities may be sold prior to their maturity to provide liquid funds as needed for cash flow purposes, to enhance portfolio returns, or to restructure maturities to increase yield and/or decrease risk. In practice, however, it is generally a hold to maturity portfolio.

### Performance Evaluation Methodology

The value of the pooled investment portfolio's holdings shall be calculated and reported in three ways: market value, par value and amortized cost.

The earnings of the pooled funds portfolio shall be calculated and reported based on generally accepted accounting principles for pooled funds investments of local government units.

The yield on the pooled funds portfolio shall be calculated and reported as the yield to maturity. This calculation takes into account the face value (par), price paid, coupon rate and time to maturity.

## Investment Reporting and Performance Analysis

Investment performance is continually monitored and evaluated by the Cash Manager and the City Treasurer using investment strategies developed by the Pooled Investment Committee and this policy, in conjunction with the Pooled Funds Investment Operating Guidelines. The Cash Manager generates monthly investment performance statistics and activity reports. The Director of Finance will provide summary information to the City Manager and the City Council as part of the Quarterly Financial Report.

The Cash Manager and City Treasurer shall prepare monthly, quarterly, and annual reports summarizing and supporting the investment activity for the prior period. Additional comparative performance reviews will be conducted, as the Pooled Investment Committee deems necessary. The Pooled Investment Committee shall be responsible for developing specific reporting guidelines, detailed in the Pooled Funds Investment Operating Guidelines.

The pooled funds investment portfolio will be reviewed annually by the external auditors for compliance with these policies and generally accepted accounting principles.

## **XVII. Collateralization**

### **A. Initial Placement**

Moneys to be deposited in financial institutions shall not be released until the financial institution's board has executed the required Collateral and Custodial Agreements.

Deposits in depository institutions doing business with the City of Wichita shall be fully collateralized at all times. Acceptable collateral for City deposits is listed below as provided in K.S.A. 9-1402. The City does not accept all forms of collateral authorized by Statute. Only the types listed below are acceptable collateral to the City of Wichita.

Collateral shall be priced on a market value basis. The aggregate market value of the collateral must be sufficient to equal the outstanding amount of City funds deposited, plus accrued interest thereon, less federal deposit insurance coverage. The depository bank shall ensure that deposits and accrued interest are always sufficiently collateralized. Sufficiency of collateral values will be validated by the City Treasurer's Office.

If a depository bank fails to meet requirements established by the City, the depository bank shall be required to close the account and return to the City all principal and accrued interest without penalty.

### **B. Collateral Requirements**

Financial institutions may pledge or assign for the City's benefit sufficient securities, the market value of which is at least 105% of the total deposits. Peak period collateral agreements permitted under K.S.A. 9-1403 and mortgages as contemplated by K.S.A. 9-1402 are not to be accepted by the City of Wichita. The allowable securities and forms of collateral acceptable to the City are limited to:

1. Direct obligations of, or obligations insured by, the U.S. government or any agency thereof.
2. Obligations and securities of U.S. sponsored corporations, which under federal law, may be accepted as security for public funds.

3. Bonds of any Kansas municipality, which has been refunded and is secured by U.S. obligations.
4. Bonds of the State of Kansas.
5. General obligation bonds of any Kansas municipality.
6. Revenue bonds of any Kansas municipality, if they meet approval by the State Banking (or Savings and Loan) Commissioner.
7. General obligation temporary notes of any Kansas municipality.
8. No-fund warrants of any Kansas municipality.
9. Certain Kansas municipality sponsored revenue bonds rated Aa or higher by Moody's Investors Service or AA by Standard & Poor's Corp.
10. Commercial paper that does not exceed 270 days to maturity and that has received one of the two highest commercial paper credit ratings by a nationally recognized investment rating firm.
11. Corporate surety bonds approved by the Kansas Commissioner of Insurance and in the standard format acceptable to the City of Wichita, as follows:
  - a. The issuer of the surety bond shall be admitted and licensed to issue surety bonds in Kansas.
  - b. The City of Wichita shall be designated as the insured public depositor.
  - c. The issuer and the depository bank are required to notify the City of Wichita by certified or registered mail no fewer than 90 days prior to non-renewal and no fewer than 45 days prior to a bond's cancellation.
  - d. The claims-paying ability of the issuer must be rated and remain rated in the highest rating category of one of the nationally recognized rating agencies ("A++" or "A+" from A.M. Best Company or "AAA" from Standard and Poor's). Within 48 hours of discovery of a downgrade by a rating agency or notice of financial regulatory action by any jurisdiction in which the issuer is licensed, notice must be given to the City Treasurer by the issuer in the form of certified or registered mail.
  - e. No more than \$5 million per depository bank or an aggregate of \$20 million for all depository banks can be collateralized in the form of surety bonds.
  - f. The issuer is required to send quarterly reports to the Office of the City Treasurer listing all depository banks that have purchased a surety bond for deposits, the insured amount covering deposits of the City of Wichita, and the total insured amount per depository bank in Sedgwick County.
12. A personal bond in an amount, which is double the amount on deposit.
13. A letter of credit (LOC) issued by a U.S. sponsored enterprise that under federal law may be accepted as security for public funds, subject to the following:
  - a. The letter of credit (LOC) must be in the format acceptable to the City of Wichita.
  - b. The City of Wichita must be designated as the irrevocable and unconditional beneficiary of the letter of credit.
  - c. The issuer and the depository bank must notify the City Treasurer by certified or registered mail at least 45 days prior to cancellation or the non-renewal of a letter of credit.
  - d. The issuer may not provide letters of credit for any one depository bank in an amount, which exceeds ten percent of the issuer's capital and surplus.



## **XVIII. Competitive Selection of Investment Instruments**

As outlined by K.S.A. 12-1675 and amendments thereto, the City's public funds must first be offered to banks, savings and loan associations and savings banks within the city of Wichita. The City will accomplish this by sending written letters to all local financial institutions on a quarterly basis directing them to contact the City Treasurer or Cash Manager if they are interested in submitting offers on City investments. A notice will also be posted on the City's website providing instructions for local institutions desiring to make offers on investments for City funds. Those institutions who indicate a willingness to bid on the City's investments will be placed on a list so that the City may contact them when funds are available for investment.

The Treasurer will include a letter to the Pooled Money Investment Board with the annual application for expanded powers certifying compliance with subsection (c) of K.S.A. 12-1675 which includes a listing of the local financial institutions from which the City requested bids on City investments.

Should the offered rate from local institutions not equal or exceed the "investment rate" as defined by K.S.A. 12-1675a, the City may solicit offers for investments in the State's investment pool or through brokers and dealers.

Each security transaction, other than directly issued instruments, securities in syndicate or specially bid or offered securities, shall be executed through a competitive process involving solicitation of bids or offers from qualified institutions. When purchasing a security, the offer that provides the highest anticipated current and future rate of return and meets the investment objectives of the portfolio shall be accepted. When selling a security, the bid that generates the highest sales price shall be accepted.

## **XIX. Staff Qualifications**

To establish and implement cash management practices for the City, the City Manager shall establish the position of City Treasurer and Cash Manager within the Department of Finance. The City Manager, Director of Finance and City Treasurer shall adopt and implement procedures and practices for the efficient cash management of all funds held by or belonging to the City of Wichita.

The position of City Treasurer is appointed by the City Manager upon recommendation of the Director of Finance and is responsible for planning, directing and managing the investment programs of the City as outlined by the City of Wichita Pooled Funds Investment Policy and Operating Guidelines. The City Treasurer shall have at least five years experience in investment management, managing banking relationships and/or cash management. Such appointee shall meet the criteria defined by the Personnel Classification Manual included in the exhibits of the Pooled Funds Investment Operating Guidelines.

## **XX. Bond of Treasurer**

In accordance with K.S.A. 13-526a and Section 2.16.020 of the City Code, the City Treasurer shall furnish a corporate surety bond in the principal sum of one hundred thousand dollars conditioned that he/she will account for all moneys belonging to the City and will faithfully perform the office of Treasurer of the City. Such bond shall be approved by the City Attorney before acceptance and filed with the City Clerk.

## **XX. Bond of Treasurer**

In accordance with K.S.A. 13-526a and Section 2.16.020 of the City Code, the City Treasurer shall furnish a corporate surety bond in the principal sum of one hundred thousand dollars conditioned that he/she will account for all moneys belonging to the City and will faithfully perform the office of Treasurer of the City. Such bond shall be approved by the City Attorney before acceptance and filed with the City Clerk.

## **XXI. Brokers and Dealers**

Investment transactions shall only be conducted with qualified institutions, i.e., banks, savings and loan associations and savings banks, the Federal Reserve Bank of Kansas City, Missouri, or with primary government securities dealers which report to the market report division of the Federal Reserve Bank of New York, or any broker-dealer which is registered in compliance with Section 15C of the Securities Exchange Act of 1934 and registered pursuant to K.S.A. 17-1254, and amendments thereto.

All financial institutions and broker/dealers who desire to become qualified for investment transactions must supply the following as appropriate:

- Audited financial statements.
- Proof of National Association of Securities Dealers (NASD) certification.
- Proof of State Registration.
- Completed broker/dealer questionnaire.
- Business resume of individual assigned to the City's account.
- Certification of having read and understood and agreeing to comply with the City of Wichita's investment policy.

A list will be maintained of approved security broker/dealers selected by credit worthiness and experience. Approved broker/dealers shall have a minimum capital requirement of \$10,000,000 and at least five years of operation. This may include "primary" dealers or regional dealers that qualify under Securities and Exchange Commission (SEC) Rule 15C3-1 (uniform net capital rule). An annual review of the financial condition and registration of qualified financial institutions and broker/dealers will be conducted by the City Treasurer.

## **XXII. Safekeeping and Custody**

All security transactions entered into by the City of Wichita shall be conducted on a delivery versus payment basis. Securities will be held by either the Federal Reserve Bank or a third-party custodian, designated by the City of Wichita and evidenced by safekeeping receipts.

## **XXIII. Separate Provisions of Policy and Conflicts with Kansas Law**

The above policies shall be approved at least annually by the governing body and shall remain in full force and effect until revoked by the Wichita City Council. If after adoption of this policy, should there exist any conflict of this policy with Kansas laws and/or statutes, current law shall dictate.

# **Pooled Funds Investment Policy**

For The



Department of Finance

November 2012

Council Approved: September 1991  
Revised: May 1993, Resolution R-93-235  
Revised: February 1995, Resolution R-95-076  
April 1995: Municipal Treasurer's Association Certification of Excellence  
Revised: August 1995, Resolution R-95-396  
State Pooled Money Investment Board Expanded Authority Approval, Sept. 19, 1995  
Revised: October, 1996, Resolution R-96-406  
Revised: December 2001  
August 2002: Association of Public Treasurers Certification of Excellence  
City Council Approved: December 2005  
August 2008: Association of Public Treasurers Certification of Excellence  
Revised: December 2008, City Council Approved December 2008  
Revised: October 2009, City Council Approved December 2009  
Revised: November 2012, City Council Approved

# CITY OF WICHITA, KANSAS

## Pooled Funds Investment Policy

### Table of Contents

I.	Policy.....	3
II.	Scope .....	3
III.	Objectives.....	3
IV.	Authority .....	4
V.	Prudence .....	5
VI.	Ethics and Conflicts of Interest .....	5
VII.	Pooled Investment Committee. ....	5
VIII.	Internal Controls.....	6
IX.	Management Fees.....	6
X.	Investment Earnings.....	6
XI.	Authorized Investments.....	6
XII.	Investment Parameters .....	8
XIII.	External Investment Pools.....	8
XIV.	Derivatives .....	9
XV.	Performance Standards and Reporting.....	9
XVI.	Collateralization .....	10
XVII.	Competitive Selection of Investment Instruments.....	11
XVIII.	Staff Qualifications .....	12
XIX.	Bond of Treasurer.....	12
XX.	Brokers and Dealers .....	12
XXI.	Safekeeping and Custody .....	13
XXII.	Separate Provisions of Policy and Conflicts with Kansas Law.....	13

**CITY OF WICHITA, KANSAS**  
**POOLED FUNDS INVESTMENT POLICY**

**I. Policy**

It is the policy of the City of Wichita that, giving due regard to the safety and risk of investment, all available funds shall be invested in conformance with legal and administrative guidelines and, to the maximum extent possible, at the highest rates obtainable at the time of investment, while meeting the daily cash flow demands of the City of Wichita. This policy is intended to establish principles and basic procedural guidelines for the City's investments and management of such funds.

**II. Scope**

This investment policy applies to all financial resources of the City of Wichita, other than funds of the pension trust held by the Pension Boards' custodian, the cemetery permanent fund, the special assessment advance payments agency fund, and such funds excluded by law, bond indenture or other Council-approved covenants which are covered in separate investment policies.

The City of Wichita maintains a pooled funds investment strategy. The intent of the pooled investment strategy is to optimize revenue through the pursuit of effective cash management, thereby providing basic liquidity while taking advantage of longer investment horizons. Pooled funds are accounted for by the City's Department of Finance and the Controller's Office, as represented in the City of Wichita Comprehensive Annual Financial Report and include:

- General Fund
- Special Revenue Funds
- Debt Service Funds (unless prohibited by bond indentures)
- Capital Projects Funds
- Enterprise Funds
- Internal Service Funds
- Fiduciary Funds
- Any new fund created, unless exempted by the City Council

The City Treasurer's Office maintains the accounting for investment transactions representing the total pooled funds portfolio.

**III. Objectives**

The City's pooled investment portfolio shall be designed and managed in a manner responsive to the public trust and consistent with state and local law. The primary objectives, in priority order of the City's investment activities, shall be as follows:

#### A. Safety of Principal

Safety of principal is the foremost objective of the investment program. Investments of the City of Wichita shall be undertaken in a manner that seeks to ensure preservation of capital in the overall portfolio, while mitigating credit and interest rate risk.

##### Credit Risk

The City will minimize credit risk, which is the risk of loss associated with the failure of a security issuer or broker, by:

1. Limiting investments to the safest types of securities.
2. Pre-qualifying the financial institutions, brokers/dealers, intermediaries, and advisers with which the City will do business.
3. Diversifying the investment portfolio so that potential losses on individual securities will be minimized.

##### Interest Rate Risk

The City of Wichita will minimize the risk that the market value of securities in the portfolio will fall due to changes in general interest rates, by:

1. Structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity.
2. Investing funds primarily in shorter-term securities.
3. Diversifying investments by investing among a variety of securities offering independent returns.

#### B. Liquidity

The City of Wichita pooled investment portfolio will remain sufficiently liquid to meet all operating requirements that might be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands. A portion of the portfolio may be placed in investments which offer one-day liquidity for short-term funds, such as repurchase agreements or the Kansas Municipal Investment Pool.

#### C. Return on Investments

The City of Wichita pooled investment portfolio shall be designed with the objective of attaining a benchmark rate of return throughout budgetary and economic cycles, taking into consideration investment risk constraints and the cash flow characteristics of the portfolio. Return on investments is of secondary importance, compared to the safety and liquidity objectives described above.

### **IV. Authority**

In accordance with Chapter 2.18 of the City Code, the City Manager is directed to arrange for the investment of funds not needed for current obligations and the Director of Finance has management responsibility for the investment program. The Director shall establish written procedures for the operation of the investment program consistent with this investment policy. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions.

No person may engage in an investment transaction for the City of Wichita, except as provided under the terms of this policy and the procedures established by the Director. The Director shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials.

The investment policy adopted by the City of Wichita shall apply uniformly to all officials, employees, departments, agencies, boards, commissions, representatives and authorized agents in the performance of their official duties and to the processing and management of all investment transactions of the City's pooled funds portfolio. All participants in the investment process shall seek to act responsibly as custodians of the public trust. Investment officials shall avoid any transactions that might impair public confidence in the effectiveness of the government of the City of Wichita.

## **V. Prudence**

Investment officials acting pursuant to this policy shall be subject to the “prudent investor rule”, as set forth in the Uniform Prudent Investors Act, K.S.A. 58-24a01 *et seq.* and amendments thereto that shall be applied in the context of managing an overall portfolio. Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived. The investment officers, when adhering to written procedures and exercising due diligence, shall not be held personally responsible for a specific security's credit risk or market price changes, provided any deviations from expectations are reported to management in a timely manner and any necessary action is taken to control adverse consequences to the City.

## **VI. Ethics and Conflicts of Interest**

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Employees and investment officials shall disclose to the City Manager and City Attorney any material financial interests in financial institutions that conduct business with the City of Wichita, and they shall further disclose any large personal financial/investment positions that could be related to the performance of the City's portfolio. Employees and officers shall subordinate their personal investment transactions to those of the City, particularly with regard to the time of purchases and sales.

## **VII. Pooled Investment Committee**

The City of Wichita shall establish a Pooled Investment Committee to review and provide oversight regarding administration of the investment policy. The investment committee shall meet not less than annually and shall consist of the following members:

- Director of Finance
- Assistant Director of Finance
- City Treasurer
- Controller
- Cash Manager
- Other appointees, as designated by the Director of Finance

The Investment Committee shall review investment policies and procedures for compliance and

adopt revisions to the Investment Operating Guidelines. Minutes of the committee meetings shall be available for review by both the internal and external auditors.

## **VIII. Internal Controls**

In the development of the system of internal controls, consideration shall be given to documentation of strategies and transactions, techniques for avoiding collusion, separation of functions, delegation of authority and limitations of action, custodial safekeeping, and avoidance of bearer-form securities.

The internal control framework and compliance with investment policies and procedures shall be reviewed in connection with the annual audit of the City's financial statements performed by an independent certified public accounting firm.

## **IX. Management Fees**

To support the costs of managing the City's investment pool, the Director of Finance is authorized, upon approval by the City Manager, to assess a management fee to the funds. This management fee shall be deducted from interest earnings before allocation to the funds. The management fee shall be established to cover all costs involved in managing the investment operations. The current pooled investment management fee is established in the Investment Operating Guidelines.

## **X. Investment Earnings**

An aggressive cash management and investment strategy shall be pursued to take advantage of investment earnings as a viable and material revenue source to operating and capital funds. Although interest income is included as a revenue source in the City budget, the investment policy and program is not administered to meet specific budgetary requirements or goals.

All moneys earned and collected from investments authorized in this policy shall be credited or charged to the appropriate funds/projects of the City, as determined by the cash position of each fund/project and in accordance with the budget as adopted by the City Council or otherwise directed by law. It is unlawful for the City to create indebtedness (borrow) in excess of the amount of funds actually on hand in the treasury, except for the following cases:

- A. payment has been authorized by a vote of the electors of the municipality;
- B. provision has been made for payment by the issuance of bonds or temporary notes - including all capital projects (general, special assessment, and enterprise fund types);
- C. provision has been made for payment by the issuance of no-fund warrants;
- D. provision has been made for a revolving fund for the operation of any municipal airport financed and sustained partially or wholly by fees, rentals, proceeds from the sale of merchandise or charges for rendering services, received from the users of such airport;
- E. provision has been made for payment pursuant to a service agreement entered into pursuant to K.S.A. 12-5503 (a municipality may enter into a service agreement for a term not to exceed 30 years).

## **XI. Authorized Investments**

The investments authorized under this policy shall be in accordance with K.S.A. 12-1675, K.S.A. 12-1677b and any other applicable statutes or ordinances and amendments thereto. The following list represents the types of investments that the City will consider and shall be authorized to invest in.



- United States Treasury and Agency Securities: The City may invest in obligations of, or obligations that are insured as to principal and interest by, the United States of America or any agency thereof and obligations and securities of United States sponsored enterprises which under federal law may be accepted as security for public funds, except that none of the City's funds may be invested in mortgage-backed securities.
- Repurchase Agreements (Repo): The City may invest in repurchase agreements with banks, savings and loan associations and savings banks which have main or branch offices located in the city of Wichita, or with a primary government securities dealer which reports to the market reports division of the Federal Reserve Bank of New York for direct obligations of, or obligations that are insured as to principal and interest by, the United States government or any agency thereof and obligations and securities of United States government sponsored enterprises which under federal law may be accepted as security for public funds. Such repurchase agreements may be made only with institutions that have entered into fully executed master repurchase agreements on file with the City. The market value of the securities underlying any repurchase agreement shall be maintained with a market value of at least 105% of the amount of the repurchase agreement. If the market value of the securities falls below 105% of the amount of the repurchase agreement, additional securities shall be required to attain full security.
- Collateralized Public Deposits (Certificates of Deposit): The City may invest in instruments issued by any bank, savings and local associations and savings banks which have main or branch offices located within the city of Wichita stating specified sums have been deposited for specified periods and at specified rates of interest. The certificates of deposit are required to be backed by acceptable collateral securities as dictated by state statute and further restricted by this investment policy. The maximum dollar amount invested in Certificates of Deposit in any one bank shall never exceed four percent (4%) of the pooled funds portfolio. Interest will be calculated on a 365-day year/actual day month basis, or another method approved by the Director of Finance or designee in writing.
- Temporary Notes or No-Fund Warrants: The City may invest in temporary notes or no-fund warrants issued by the City of Wichita.
- State Municipal Investment Pool: The City may invest in a pool of funds that is managed by and under the authority of the Pooled Money Investment Board established by K.S.A. 12-1677a and amendments thereto.
- Multiple Municipal Client Investment Pools: The City may invest with trust departments of banks which have main or branch offices located in Sedgwick County, or with trust companies incorporated under the laws of the Kansas which have contracted to provide trust services under the provisions of K.S.A. 9-2107, and amendments thereto, with banks which have main or branch offices located in Sedgwick County. These accounts will be secured as provided for under K.S.A. 9-1402 and amendments thereto. Authorized investments in these pools will be subject to the same terms, conditions and limitations as are applicable to the State Municipal Investment Pool established by K.S.A. 12-1677a and amendments thereto.

It is the practice of the City of Wichita to retain expanded investment authority under K.S.A. 12-1677b. Expanded investment authority authorizes the City to extend maturities from two years to four years and allows the City to further diversify the portfolio by investing in government agency securities. The authorized investments and maturity structure defined in this policy are contingent on the City's ability to retain expanded investment powers.

## **XII. Investment Parameters**

### **A. Diversification**

It is the policy of the City of Wichita to diversify its investment portfolio by security type and institution to reduce overall portfolio risk, protect from material losses due to issuer defaults, market pricing changes, technical complications leading to temporary lack of liquidity, or other risks resulting from an over-concentration of assets in a specific maturity sector, a specific issuer, or a specific class of securities. Investments shall be diversified by:

- Limiting investments to avoid over-concentration in securities from a specific issuer or business sector (excluding U.S. Treasury securities);
- Limiting investment in securities that have higher credit risks;
- Investing in securities with varying maturities; and
- Continuously investing a portion of the portfolio in readily available funds, such as the Kansas Municipal Investment Pool, money market funds or overnight repurchase agreements to ensure that appropriate liquidity is maintained in order to meet ongoing obligations.

The following maximum limits, by instrument, are established for the City's pooled funds portfolio:

	Minimum	Maximum
<b><i>Instrument</i></b>		
Demand Deposit / Repurchase Agreements	-	5%
Kansas Municipal Investment Pool	-	15%
Certificates of Deposit	-	100%
Temporary Notes	-	10%
Treasury Securities	-	100%
U.S. Agency Bullet/Discount Securities	-	95%
Bullet/Discount	-	95%
Agency Callable	-	30%
Agency Floater	-	10%
<b><i>Concentration</i></b>		
Maximum CD's of one issuer to total portfolio		4%
Maximum single agency issuer to total portfolio		40%
<b><i>Maturity</i></b>		
Less than 6 months	25%	65%
6 months to 12 months	15%	50%
1 year to 4 years	10%	60%
Weighted Average Maturity (days)	125	400
Modified Duration (years)	.3	1.4

To allow efficient and effective placement of proceeds from bond sales and County tax distributions, the limit on repurchase agreements and State MIP deposits may be exceeded up to fifty percent (50%) for a maximum of ten days following receipt of proceeds during adverse market conditions. To allow for investment maturity timing prior to bond payment dates, the limit on repurchase agreements and State MIP deposits may be exceeded up to the amount of the bond payment for a maximum of five days prior to a bond payment date.

#### B. Maximum Maturities

Investment maturities shall be scheduled in consideration with projected cash flow needs, taking into consideration large routine expenditures, as well as sizeable blocks of anticipated revenue. Maximum maturities for investment of funds under this policy shall be in accordance with K.S.A. 12-1675, K.S.A. 12-1677b, and any other applicable statutes or ordinances and amendments thereto. Maximum maturities by investment type are established as follows:

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- Liquidity needs requiring that a selected security be sold.

In the event of an unforeseen liquidity crisis, the current holdings of the portfolio shall be reviewed by the City Treasurer to determine particular investment securities suitable for sale prior to maturity, taking into consideration existing future cash flow requirements, to minimize potential losses. Securities identified for liquidation shall be approved by the Director of Finance prior to sale.

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Prior to investing in any externally managed pool, including the State Municipal Investment Pool or Multiple Municipal Client Investment Pools, the City shall conduct a thorough investigation of the pool's operations. The following information regarding the management of the pool shall be maintained on file in the City Treasurer's Office and updated annually:

- A description of eligible investment securities, and a written statement of investment policy and objectives.
- A description of interest calculations, interest distribution methods, and treatment of losses.
- A description of how the securities are safeguarded (including the settlement processes), and how often securities are priced and the program is audited.
- A description of who may invest in the program, how often, and minimum and maximum amounts for deposit and withdrawals.
- A schedule for receiving statements and portfolio listings.
- A review of the pool's usage of reserves and retained earnings.
- A fee schedule, including when and how fees are assessed.
- Determination of whether the pool is eligible for deposits of bond proceeds.

## **XV. Derivatives**

Derivatives, defined as securities whose value relies on or is derived from an underlying security or index, are not authorized investments for the pooled funds portfolio. Exceptions to this policy statement are the following securities:

- U.S. Treasury Strips
- U.S. Treasury or Agency callable securities
- U.S. Treasury or Agency floating rate securities

These securities will meet all other policies and guidelines. Leveraging of the portfolio is strictly prohibited.

## **XVI. Performance Standards and Reporting**

The investment portfolio shall be designed with the objective of obtaining a benchmark return throughout budgetary and economic cycles, commensurate with the investment risk constraints and cash flow needs. The benchmark for the portfolio consists of the average return on the three-month U.S. Treasury Bill. This index is considered the benchmark for investment transactions with minimum risk and, therefore, is a minimum standard for the portfolio rate of return.

Following the primary objective of preservation of capital, the investment portfolio shall be actively managed to take advantage of market opportunities. In so doing, negotiable securities may be sold prior to their maturity to provide liquid funds as needed for cash flow purposes, to enhance portfolio returns, or to restructure maturities to increase yield and/or decrease risk. In practice, however, it is generally a hold to maturity portfolio.

### Performance Evaluation Methodology

The value of the pooled investment portfolio's holdings shall be calculated and reported in three ways: market value, par value and amortized cost.

The earnings of the pooled funds portfolio shall be calculated and reported based on generally accepted accounting principles for pooled funds investments of local government units.

The yield on the pooled funds portfolio shall be calculated and reported as the yield to maturity. This calculation takes into account the face value (par), price paid, coupon rate and time to maturity.

### Investment Reporting and Performance Analysis

Investment performance is continually monitored and evaluated by the Cash Manager and the City Treasurer using investment strategies developed by the Pooled Investment Committee and this policy, in conjunction with the Pooled Funds Investment Operating Guidelines. The Cash Manager generates monthly investment performance statistics and activity reports. The Director of Finance will provide summary information to the City Manager and the City Council as part of the Quarterly Financial Report.

The Cash Manager and City Treasurer shall prepare monthly, quarterly, and annual reports summarizing and supporting the investment activity for the prior period. Additional comparative performance reviews will be conducted, as the Pooled Investment Committee deems necessary. The Pooled Investment Committee shall be responsible for developing specific reporting guidelines, detailed in the Pooled Funds Investment Operating Guidelines.

The pooled funds investment portfolio will be reviewed annually by the external auditors for compliance with these policies and generally accepted accounting principles.

## **XVII. Collateralization**

### **A. Initial Placement**

Moneys to be deposited in financial institutions shall not be released until the financial institution's board has executed the required Collateral and Custodial Agreements.

Deposits in depository institutions doing business with the City of Wichita shall be fully collateralized at all times. Acceptable collateral for City deposits is listed below as provided in K.S.A. 9-1402. The City does not accept all forms of collateral authorized by Statute. Only the types listed below are acceptable collateral to the City of Wichita.

Collateral shall be priced on a market value basis. The aggregate market value of the collateral must be sufficient to equal the outstanding amount of City funds deposited, plus accrued interest thereon, less federal deposit insurance coverage. The depository bank shall ensure that deposits and accrued interest are always sufficiently collateralized. Sufficiency of collateral values will be validated by the City Treasurer's Office.

If a depository bank fails to meet requirements established by the City, the depository bank shall be required to close the account and return to the City all principal and accrued interest without penalty.

### **B. Collateral Requirements**

Financial institutions may pledge or assign for the City's benefit sufficient securities, the market value of which is at least 105% of the total deposits. Peak period collateral agreements permitted under K.S.A. 9-1403 and mortgages as contemplated by K.S.A. 9-1402 are not to be accepted by the City of Wichita. The allowable securities and forms of collateral acceptable to the City are limited to:

1. Direct obligations of, or obligations insured by, the U.S. government or any agency thereof.
2. Obligations and securities of U.S. sponsored corporations, which under federal law, may be accepted as security for public funds.
3. Bonds of any Kansas municipality, which has been refunded and is secured by U.S. obligations.
4. Bonds of the State of Kansas.

5. General obligation bonds of any Kansas municipality.
6. Revenue bonds of any Kansas municipality, if they meet approval by the State Banking (or Savings and Loan) Commissioner.
7. General obligation temporary notes of any Kansas municipality.
8. No-fund warrants of any Kansas municipality.
9. Certain Kansas municipality sponsored revenue bonds rated Aa or higher by Moody's Investors Service or AA by Standard & Poor's Corp.
10. Commercial paper that does not exceed 270 days to maturity and that has received one of the two highest commercial paper credit ratings by a nationally recognized investment rating firm.

11. Corporate surety bonds approved by the Kansas Commissioner of Insurance and in the standard format acceptable to the City of Wichita, as follows:
  - a. The issuer of the surety bond shall be admitted and licensed to issue surety bonds in Kansas.
  - b. The City of Wichita shall be designated as the insured public depositor.
  - c. The issuer and the depository bank are required to notify the City of Wichita by certified or registered mail no fewer than 90 days prior to non-renewal and no fewer than 45 days prior to a bond's cancellation.
  - d. The claims-paying ability of the issuer must be rated and remain rated in the highest rating category of one of the nationally recognized rating agencies ("A++" or "A+" from A.M. Best Company or "AAA" from Standard and Poor's). Within 48 hours of discovery of a downgrade by a rating agency or notice of financial regulatory action by any jurisdiction in which the issuer is licensed, notice must be given to the City Treasurer by the issuer in the form of certified or registered mail.
  - e. No more than \$5 million per depository bank or an aggregate of \$20 million for all depository banks can be collateralized in the form of surety bonds.
  - f. The issuer is required to send quarterly reports to the Office of the City Treasurer listing all depository banks that have purchased a surety bond for deposits, the insured amount covering deposits of the City of Wichita, and the total insured amount per depository bank in Sedgwick County.
12. A personal bond in an amount, which is double the amount on deposit.
13. A letter of credit (LOC) issued by a U.S. sponsored enterprise that under federal law may be accepted as security for public funds, subject to the following:
  - a. The letter of credit (LOC) must be in the format acceptable to the City of Wichita.
  - b. The City of Wichita must be designated as the irrevocable and unconditional beneficiary of the letter of credit.
  - c. The issuer and the depository bank must notify the City Treasurer by certified or registered mail at least 45 days prior to cancellation or the non-renewal of a letter of credit.
  - d. The issuer may not provide letters of credit for any one depository bank in an amount, which exceeds ten percent of the issuer's capital and surplus.

## **XVIII. Competitive Selection of Investment Instruments**

As outlined by K.S.A. 12-1675 and amendments thereto, the City's public funds must first be offered to banks, savings and loan associations and savings banks within the city of Wichita. The City will accomplish this by sending written letters to all local financial institutions on a quarterly basis directing them to contact the City Treasurer or Cash Manager if they are interested in submitting offers on City investments. A notice will also be posted on the City's website providing instructions for local institutions desiring to make offers on investments for City funds. Those institutions who indicate a willingness to bid on the City's investments will be placed on a list so that the City may contact them when funds are available for investment.

The Treasurer will include a letter to the Pooled Money Investment Board with the annual application for expanded powers certifying compliance with subsection (c) of K.S.A. 12-1675 which includes a listing of the local financial institutions from which the City requested bids on City investments.

Should the offered rate from local institutions not equal or exceed the "investment rate" as defined by K.S.A. 12-1675a, the City may solicit offers for investments in the State's investment pool or through brokers and dealers.

Each security transaction, other than directly issued instruments, securities in syndicate or specially bid or offered securities, shall be executed through a competitive process involving solicitation of bids or offers from qualified institutions. When purchasing a security, the offer that provides the highest anticipated current and future rate of return and meets the investment objectives of the portfolio shall be accepted. When selling a security, the bid that generates the highest sales price shall be accepted.

#### **XIX. Staff Qualifications**

To establish and implement cash management practices for the City, the City Manager shall establish the position of City Treasurer and Cash Manager within the Department of Finance. The City Manager, Director of Finance and City Treasurer shall adopt and implement procedures and practices for the efficient cash management of all funds held by or belonging to the City of Wichita.

The position of City Treasurer is appointed by the City Manager upon recommendation of the Director of Finance and is responsible for planning, directing and managing the investment programs of the City as outlined by the City of Wichita Pooled Funds Investment Policy and Operating Guidelines. The City Treasurer shall have at least five years experience in investment management, managing banking relationships and/or cash management. Such appointee shall meet the criteria defined by the Personnel Classification Manual included in the exhibits of the Pooled Funds Investment Operating Guidelines.

#### **XX. Bond of Treasurer**

In accordance with K.S.A. 13-526a and Section 2.16.020 of the City Code, the City Treasurer shall furnish a corporate surety bond in the principal sum of one hundred thousand dollars conditioned that he/she will account for all moneys belonging to the City and will faithfully perform the office of Treasurer of the City. Such bond shall be approved by the City Attorney before acceptance and filed with the City Clerk.

#### **XXI. Brokers and Dealers**

Investment transactions shall only be conducted with qualified institutions, i.e., banks, savings and loan associations and savings banks, the Federal Reserve Bank of Kansas City, Missouri, or with primary government securities dealers which report to the market report division of the Federal Reserve Bank of New York, or any broker-dealer which is registered in compliance with Section 15C of the Securities Exchange Act of 1934 and registered pursuant to K.S.A. 17-1254, and amendments thereto.

All financial institutions and broker/dealers who desire to become qualified for investment transactions must supply the following as appropriate:

- Audited financial statements.
- Proof of National Association of Securities Dealers (NASD) certification.
- Proof of State Registration.
- Completed broker/dealer questionnaire.
- Business resume of individual assigned to the City's account.
- Certification of having read and understood and agreeing to comply with the City of Wichita's investment policy.

A list will be maintained of approved security broker/dealers selected by credit worthiness and experience. Approved broker/dealers shall have a minimum capital requirement of \$10,000,000



and at least five years of operation. This may include “primary” dealers or regional dealers that qualify under Securities and Exchange Commission (SEC) Rule 15C3-1 (uniform net capital rule). An annual review of the financial condition and registration of qualified financial institutions and broker/dealers will be conducted by the City Treasurer.

## **XXII. Safekeeping and Custody**

All security transactions entered into by the City of Wichita shall be conducted on a delivery versus payment basis. Securities will be held by either the Federal Reserve Bank or a third-party custodian, designated by the City of Wichita and evidenced by safekeeping receipts.

## **XXIII. Separate Provisions of Policy and Conflicts with Kansas Law**

The above policies shall be approved at least annually by the governing body and shall remain in full force and effect until revoked by the Wichita City Council. If after adoption of this policy, should there exist any conflict of this policy with Kansas laws and/or statutes, current law shall dictate.

City of Wichita  
City Council Meeting  
November 20, 2012

**TO:** Mayor and City Council

**SUBJECT:** Countywide Flood Insurance Rate Map Revisions (All Districts)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

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**Recommendations:** Approve the letter to Federal Emergency Management Agency (FEMA) Region VII.

**Background:** Sedgwick County, including all its municipalities, is currently under-going a Flood Insurance Rate Map (FIRM) update. The City of Wichita received a letter from FEMA dated October 23, 2012 requesting the City to agree to permit FEMA to proceed with updating the FIRMs using the “Natural Valley Procedure” for levees and spoil bank streams. Sedgwick County Chairman of the Board of County Commissioners on July 25, 2012 sent a letter of support using the current modeling approach, which follows the Natural Valley Procedure for modeling levees.

**Analysis:** The approval of the use of the Natural Valley Procedure for modeling flood risks in the City of Wichita permits FEMA to finalize revised countywide FIRMs expected to be published within the next two years. The FIRMs will be revised using the best available topographic data and analysis used for certifying the Wichita Valley Center Flood Control Project. The Natural Valley Procedure will better define flooding risks for homeowners and businesses located within the City of Wichita. Since the City is not yet adopting the Countywide FIRMs, the impact of properties/structures being added or removed from a flood hazard area is unknown. A future agenda report will address this when the City will be required to adopt a new flood ordinance.

**Financial Considerations:** There is no cost to the City.

**Legal Considerations:** The Law Department has reviewed and approved the letter as to form.

**Recommendation/Action:** It is recommended that the City Council approve the letter to FEMA and authorize the necessary signatures.

**Attachments:** Letter of Acceptance for Use of Natural Valley Levee Analysis and Mapping Procedure.

Mayor's Office Received

OCT 25 2012



FEMA

October 23, 2012

The Honorable Carl Brewer  
Mayor, City of Wichita  
455 N. Main St  
Wichita, KS 67202-1679

OCT 29 2012

Dear Mayor Brewer:

Under FEMA's previous analysis and mapping approach, if a levee system did not meet the National Flood Insurance Program (NFIP) requirements detailed in the Code of Federal Regulations (CFR) at Title 44, Chapter 1, Section 65.10 (44CFR65.10), FEMA modeled and mapped the system to show no reduction in flooding on the landward side of the levee during the 1-percent-annual-chance flood. Levee systems that do not meet FEMA requirements are referred to as non-accredited.

As FEMA produced Flood Insurance Rate Maps (FIRMs) for communities impacted by levee systems, some stakeholders expressed concern about the methods used for non-accredited levee systems. Members of the Senate and House of Representatives echoed this concern and asked FEMA Administrator Craig Fugate to consider discontinuing the former approach and draw on current modeling techniques to more precisely reflect the level of flood hazard reduction that non-accredited levee systems may provide, while at the same time recognizing the remaining uncertainty. Given the technological advances in data collection and flood hazard modeling, FEMA has proposed an alternative approach for mapping areas where a non-accredited levee system is present.

FEMA proposes to replace the previous approach with a suite of procedures that are technically sound, understandable to stakeholders, and cost effective. The enclosed document, "*Analysis and Mapping Procedures for Non-Accredited Levees*," outlines the proposed new procedures. While these procedures allow for more detailed modeling and mapping of flood hazards for non-accredited levee systems, the risk of flooding in leveed areas remains. Nothing FEMA has proposed changes the need for levee system owners and communities to remain engaged in flood risk management and communication activities.

Among the suite of procedures, the Natural Valley Procedure is an approach that may be used when a levee system would not obstruct the river from flowing within the entire natural valley of the floodplain during the 1-percent-annual-chance flood. This approach is equivalent to the approach used in the past for non-accredited levee systems. For riverine levee systems, the Natural Valley Procedure will reflect the levee geometry in the hydraulic model, but will allow the discharge to flow on either side of the levee. FEMA will use the Natural Valley Procedure when one or more of the following occur:

- The levee does not significantly obstruct the river flow.
- There is a Low Hazard Potential in the area landward of the levee, as defined by the U.S. Army Corps of Engineers led National Committee on Levee Safety for the National Levee Safety Program. (See Table 3-2 in Section 3 of the public review document [enclosed].)
- Data necessary for more complex methods are not and will not be available.
- The community provides feedback that the Natural Valley Procedure is an acceptable method to use.

Within Sedgwick County, the non-accredited levee systems were modeled using the without levee approach. This does not include the Wichita-Valley Center Floodway project, which is currently in the process of being certified. There are non-accredited agricultural levees located along the Little Arkansas River and spoil banks along streams that affect portions of Wichita and Sedgwick County. The enclosed map shows the general alignment of the levees.

Recognizing that the details of the proposed new approach will take time to finalize and that the without levee approach was used in performing flood hazard analyses, FEMA has temporarily delayed activities to complete the updated FIRM and Flood Insurance Study (FIS) for Sedgwick County. This will allow FEMA time to develop and implement new mapping and analysis procedures.

Based on information received during a meeting held in Wichita on May 15, 2012, FEMA believes there is interest in finalizing the revisions reflected on the draft floodplain maps that have been developed as part of the current map update. FEMA Region VII is seeking your community's approval to proceed with the Natural Valley Procedure for the non-accredited levees affecting your community. If you deem this procedure appropriate for the levee(s) affecting Wichita, please sign the attached Acceptance Letter and return it to Bob Franke, Senior Civil Engineer at the address above.

Acceptance of the Natural Valley Procedure by all affected communities will allow the on-hold FIS for Sedgwick County to proceed. If you elect not to accept the Natural Valley Procedure, the FIS will be delayed until new analysis and mapping procedures for non-accredited levees are finalized.

If you have additional questions regarding this request, please contact Bob Franke, Senior Civil Engineer, of my staff at (816) 283-7073 or [bob.franke@fema.dhs.gov](mailto:bob.franke@fema.dhs.gov).

Sincerely,



Richard Leonard  
Risk Analysis Branch Chief

Enclosure

*Analysis and Mapping Procedures for Non-Accredited Levees*  
Map of Levee System for Sedgwick County, Kansas

cc: Scott Lindeback, FPA, Community Name  
Tom Morey, State of Kansas NFIP Coordinator  
Joe Remondini, Corps of Engineers, Tulsa District  
U.S. Senator Jerry Moran  
U.S. Senator Pat Roberts  
U.S. Representative Mike Pompeo

**Letter of Acceptance for Use of  
Natural Valley Levee Analysis and Mapping Procedure**

The undersigned has received the letter from FEMA dated October 23, 2012 and the document entitled "*Analysis and Mapping Procedures for Non-Accredited Levees*". We understands that FEMA is in the process of updating the Flood Insurance Rate Map for Sedgwick County, KS, and FEMA proposes using the Natural Valley Procedure for the levee(s) known as the agricultural levees along the Little Arkansas River and spoil banks on streams south of Wichita.

The City of Wichita hereby submits to FEMA our agreement to the use of the Natural Valley Procedure for the above named levee(s). We understand the modeling and mapping procedures involved with the Natural Valley Procedure. Our agreement to the Natural Valley Procedure will allow FEMA to move forward with the flood mapping for Sedgwick County, Kansas.

Community CEO \_\_\_\_\_ (signature)

\_\_\_\_\_ (print)

Date: \_\_\_\_\_

Other (if applicable) \_\_\_\_\_ (signature)

\_\_\_\_\_ (print)

Date: \_\_\_\_\_



SEDGWICK COUNTY, KANSAS

**BOARD OF COUNTY COMMISSIONERS**



**TIM R. NORTON**  
CHAIRMAN  
SECOND DISTRICT

**JIM SKELTON**  
CHAIR PRO TEM  
FIFTH DISTRICT

**DAVID M. UNRUH**  
COMMISSIONER  
FIRST DISTRICT

**KARL PETERJOHN**  
COMMISSIONER  
THIRD DISTRICT

**RICHARD RANZAU**  
COMMISSIONER  
FOURTH DISTRICT

COUNTY COURTHOUSE • 525 NORTH MAIN • SUITE 320 • WICHITA, KANSAS 67203-3759 • TELEPHONE (316) 660-9300 • FAX (316) 383-8275

July 25, 2012

Bob Bissell  
FEMA Region VII Mitigation Division Director  
9221 Ward Parkway, Suite 300  
Kansas City, Missouri 64114-3372

**RE:** Flood Risk Study Project – Sedgwick County, Kansas

Dear Mr. Bissell:

I am writing you on behalf of Sedgwick County which is currently under-going a Flood Insurance Rate Map (FIRM) update. Our community recently received notice that the ongoing flood hazard analysis within Sedgwick County would be placed on hold.

It was explained to us that Administrator Fugate, in a March 10, 2011 response to congressional inquiry, committed to assess the levee analysis approaches currently used to model the flood hazard risks in the areas affected by non-accredited levees on Flood Insurance Rate Maps (FIRMs). It was explained that FEMA would temporarily halt the issuance of Letters of Final Determination (LFDs) for communities impacted by levees or levee systems which employed the current modeling approach.

Although our community is within a study area that is affected by the current modeling approach, we have reviewed the analysis and resultant mapping prepared for our community and would like to request the FEMA Region continue the preparation and processing of the FIRM panels for our community.

Our community would like to continue progressing towards the effective issuance of the FIRMs for the unincorporated areas of Sedgwick County, based on the preliminary maps currently being developed by the Kansas Department of Agriculture using the existing modeling approach for levees.

Thank you for reviewing our inquiry. If you have additional questions concerning our request, please feel free to contact our Floodplain Manager, Kelly Dixon, at (316) 660-1792 or via email at [kdixon@sedgwick.gov](mailto:kdixon@sedgwick.gov).

Sincerely,

Tim R. Norton, Chairman  
Board of County Commissioners

07/26/12 2:40 10

City of Wichita  
City Council Meeting  
November 20, 2012

**TO:** Mayor and City Council

**SUBJECT:** Delinquent Library Materials Recovery Service

**INITIATED BY:** Wichita Public Library

**AGENDA:** Consent

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**Recommendation:** It is recommended that the City Council approve a contract with Unique Management Services to provide delinquent materials recovery on behalf of the Wichita Public Library.

**Background:** The Library has used Unique Management Services, a firm specializing in delinquent library materials recovery, since 1999. Service has been received on a month to month basis rather than under a term contract. Because the number of accounts submitted for collection has increased to the point where a contract for this service is warranted, a Request for Proposals (RFP) for delinquent materials recovery service was issued on July 6, 2012.

**Analysis:** The primary purpose of the Library's delinquent materials recovery effort is to return overdue items to the Library collection. This maintains the scope and depth of the collection and reduces expenses required for replacing items lost through materials lending. A secondary benefit is payment of outstanding fees on customer accounts, including replacement fees for items that customers are unable to return to the Library. Four vendors responded to the RFP solicitation. A staff screening committee reviewed proposals and interviewed two firms: Unique Management Services and Credit Bureau Services. As the result of the interviews, Unique Management was identified as the preferred vendor. The selection was based on the proposed fee schedule, vendor integration with the Library computer system allowing for automated transmission and updating of customer accounts, and vendor experience with library materials recovery and debt collection.

**Financial Considerations:** Recovery and collection efforts are guaranteed to be at least budget neutral as collection fees are added to customer fees at the time accounts are submitted to Unique Management Services for materials recovery and debt collection. Over the tenure of the Library's partnership with Unique Management, the Library has received a return on investment of 3:1 in terms of materials recovered and debt cleared in comparison to collection charges assessed by Unique Management.

**Legal Considerations:** The Law Department has reviewed the contract and has approved it as to form.

**Recommendations/Actions:** Approve a contract with Unique Management Services for delinquent materials recovery.

**Attachments:** Contract for Delinquent Materials Recovery Service.



**CONTRACT  
for  
DELINQUENT ACCOUNT COLLECTIONS**

**FP240047**

**THIS CONTRACT** entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2012 by and between the **CITY OF WICHITA**, a municipal corporation, hereinafter called "**CITY**" on behalf of the **WICHITA PUBLIC LIBRARY**, hereinafter called "**LIBRARY**", and **UNIQUE MANAGEMENT SERVICES**, , hereinafter called "**VENDOR**".

**WITNESSETH:**

**WHEREAS**, the **CITY** has solicited proposals for **Delinquent Account Collections** (Formal Proposal – FP240047)]; and

**WHEREAS**, **VENDOR** has submitted the proposal most beneficial to the **CITY** and **LIBRARY** and is ready, willing, and able to provide the commodities and/or services required by the **CITY** and **LIBRARY**.

**NOW, THEREFORE**, the parties hereto agree as follows:

1. **Scope of Services.** **VENDOR** shall provide to the **LIBRARY** with materials recovery and collection agency to aid in the recovery of **LIBRARY** materials and payment of delinquent accounts as outlined below.
  - a. **VENDOR** shall adhere to all **CITY** ordinances, State and federal laws, including the Federal Fair Debt Collections Practices Act (FDCPA) related to the collection of past due amounts.
  - b. **VENDOR** shall ensure the confidentiality, security and safety of all data files, documents, computer files, etc.
  - c. All written communications between **VENDOR** and **LIBRARY** customers shall be approved by the **LIBRARY** prior to use.
    - i. **VENDOR** shall notify **LIBRARY** of all contacts with its debtors through timely electronic account updating and reporting.
  - d. **VENDOR** shall accept automated data transfer and payment information from the **LIBRARY** database.
    - i. **VENDOR** is and shall remain an industry or development partner of Polaris Library Systems.

- ii. The **VENDOR** shall work, at no additional cost, with the **LIBRARY** and Polaris Library Systems to ensure accurate and timely transmission of data.
  - iii. Although **LIBRARY** intends to submit all accounts electronically, manual submissions through email, fax, and/or paper media shall be accepted by **VENDOR** at the request of **LIBRARY**.
- e. **VENDOR** shall provide Acknowledgement Reports on all electronically submitted accounts.
- f. Based upon parameters provided by **LIBRARY**, **VENDOR** shall submit accounts to credit bureaus and maintain them in an active status for no less than seven years or until the **CITY** contract with **VENDOR** expires.
  - i. **VENDOR** shall discontinue collection service on any account upon request from the **LIBRARY**.
  - ii. **LIBRARY** shall have the right to recall accounts turned to the **VENDOR** for collection at any time. If accounts are recalled prior to action by the **VENDOR**, no fees will be assessed for those accounts.
- g. **VENDOR** shall provide skip tracing services to locate customers with bad addresses.
  - i. On no less than a monthly basis, **VENDOR** shall provide new addresses and phone numbers acquired to the **LIBRARY**, cross-referenced with **LIBRARY** internal customer account numbers.
- h. **LIBRARY** shall be easily able to view referred account information, suspend accounts, generate paid-in-full letters on **VENDOR** letterhead, and create reports directly from the vendor's secured database, 24 hours a day, and seven days a week.
  - i. In addition to monthly update reports, **VENDOR** shall provide specialized ad-hoc reporting, as needed, for accountability and quality assurance, at no additional cost to the **LIBRARY**.
- i. **LIBRARY** shall directly receive all payments on submitted accounts. **VENDOR** must not accept payments for accounts of the **LIBRARY**.
- j. No compromise shall be accepted nor legal action initiated by **VENDOR** on any account unless written consent is first obtained from the **LIBRARY**.
- k. **VENDOR** shall provide on-site staff training and consultation, as needed, at no additional cost.

- I. **VENDOR** shall perform all services as described herein unless **VENDOR** can explain in detail why the deviation would be of material benefit to the **CITY / LIBRARY**.

2. **Compensation.** **CITY** agrees to pay to **VENDOR** the following **unit price** for **Delinquent Account Collections** for the **LIBRARY** as shown below as compensation as per the proposal, plans, specifications, addenda and **VENDOR's** proposal of July 6, 2012.

- **\$2.95 fee per account for placements between \$10.00-\$24.99**
- **\$8.95 fee per account for placements above \$25.00**

3. **Term.** The term of this contract shall be a three year period beginning (first of month after Council approval), with options to renew the contract under the same terms and conditions for two (2) successive one (1) year terms by mutual agreement of all parties. This contract is subject to cancellation by the **CITY**, at its discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to **VENDOR**.

4. **Indemnification and Insurance.**

**VENDOR** shall save and hold the **CITY** harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of **VENDOR**, its officers, agents, servants, or employees, occurring in the performance of its services under this Contract, or arising from any defect in the materials or workmanship of any product provided in the performance of this Contract.

5. **Independent Contractor.** The relationship of the **VENDOR** to the **CITY** and **LIBRARY** will be that of an independent contractor. No employee or agent of the **VENDOR** shall be considered an employee of the **CITY** or **LIBRARY**.

6. **Compliance with Laws.** **VENDOR** shall comply with all laws, statutes and ordinances which may pertain to the providing of services under this Contract.

7. **No Assignment.** The services to be provided by the **VENDOR** under this Contract are personal and cannot be assigned, sublet or transferred without the specific written consent of the **CITY**.

8. **Non-Discrimination.** **VENDOR** shall comply with all applicable requirements of the City of Wichita Revised Non-Discrimination and Equal Employment /Affirmative Action Program Requirements Statement for Contracts or Agreements attached hereto as Exhibit A.

9. **Third Party Rights.** It is specifically agreed between the parties that it is not intended by any of the provisions of any part of this Contract to create the public or any member thereof a third-party beneficiary hereunder, or to authorize anyone not a party to this Contract to maintain a suit for damages pursuant to the terms or provisions of this Contract.

**10. No Arbitration.** The Contractor and the City shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration in bid or proposal documents is deemed void.

**11. Governing Law.** This contract shall be interpreted according to the laws of the State of Kansas.

**12. Representative's Authority to Contract.** By signing this contract, the representative of the **VENDOR** represents that he or she is duly authorized to execute this contract, and that the vendor agrees to be bound by all its provisions.

**IN WITNESS WHEREOF**, the parties have set their hands the day and year first above written.

**THE CITY OF WICHITA**

**UNIQUE MANAGEMENT SERVICES, INC.**

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Carl G. Brewer  
Mayor

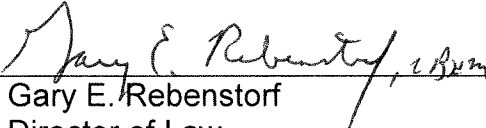
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Nicole Atkins  
President

**APPROVED AS TO FORM:**

**ATTEST:**

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Gary E. Rebenstorf  
Director of Law

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Karen Sublett  
City Clerk

Exhibit A

**REVISED NON-DISCRIMINATION AND  
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM  
REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
  - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
  - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
  - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
  - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
  2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
  3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
  4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
  5. If the contractor fails to comply with the manner in which the contractor

reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.



**CONTRACTS & AGREEMENTS  
BLANKET PURCHASE ORDERS RENEWAL OPTIONS  
OCTOBER 2012**

COMMODITY TITLE	EXPIRATION DATE	VENDOR NAME	DEPARTMENT	ORIGINAL CONTRACT DATES	RENEWAL OPTIONS REMAINING
Garments, Employee Embroidered	10/31/2013	Industrial Uniform Company, LLC	Various	11/1/2004 - 10/31/2005	Annual basis
Ice Requirements	10/31/2013	Arctic Glacier, Inc.	Various	11/1/2009 - 10/31/2010	Annual basis
Liquid Aluminum Sulfate	10/31/2013	General Chemical Performance Products, LLC	Public Works & Utilities	11/1/2010 - 10/31/2011	Last option
Liquid Deicer for Runways	10/31/2013	General Atomics International Services Corporation dba Cryotech Deicing Technology	Airport	11/1/2010 - 10/31/2011	Last option
Paint & Paint Supplies	10/31/2013	Diamond Vogel Paints	Housing & Community Services	11/1/2011 - 10/31/2012	1 - 1 year option
Polymer for Use in Wastewater Solids Dewatering Facility - Clarifloc LW-852	10/31/2013	Polydyne, Inc.	Public Works & Utilities	11/1/2010 - 10/31/2011	Last option
Pre-Employment Psychological Testing and Fit-For-Duty Assessment Services	10/31/2012	River Park Psychology Consultants, LLC	Police	11/1/2010 - 10/31/2011	2 - 1 year options
Private Lot Cleanup	10/31/2013	T&G Mowing & Excavating, Inc.	Central Inspection	11/1/2011 - 10/31/2012	1 - 1 year option
Private Lot Cleanup	10/31/2013	H. D. Mills & Sons, Inc.	Central Inspection	11/1/2011 - 10/31/2012	1 - 1 year option
SCRAM Installation and Monitoring	10/31/2012	Fisher Bail Bonds, Inc. dba Premier Monitoring Solutions	Municipal Court	11/1/2007 - 10/31/2008	Annual basis
Snow Removal Equipment Emergency	10/31/2013	Mies Const. Inc.	Public Works & Utilities	11/1/2011 - 10/31/2012	1 - 1 year option
Snow Removal Equipment Emergency	10/31/2013	A-Plus Inc. dba A-Plus Trucking	Public Works & Utilities	11/1/2011 - 10/31/2012	1 - 1 year option
Street Sign Hardware	10/31/2013	MDSolutions, Inc.	Public Works & Utilities	11/1/2011 - 10/31/2012	1 - 1 year option
Sweeping Parking Lots & Garages	10/31/2012	NCPM, Inc. dba Nexus Commercial Property Maintenance	Public Works & Utilities	11/1/2009 - 10/31/2010	Last option
Telescoping Steel Sign Post System	10/31/2013	J & A Traffic Products	Public Works & Utilities	11/1/2011 - 10/31/2012	1 - 1 year option
Trash Can Liners	10/31/2013	Massco, Inc.	Various	11/1/2011 - 10/31/2012	1 - 1 year option
Waste - Solidification and Disposal of Non-Hazardous Liquid	10/31/2013	Reddi Industries, Inc.	Public Works & Utilities	11/1/2010 - 10/31/2011	Last option
Welding Gases	10/31/2012	Wichita Welding Supply, Inc.	Various	11/1/2009 - 10/31/2010	Last option

**PROFESSIONAL CONTRACTS UNDER \$25,000  
OCTOBER 2012**

VENDOR NAME	DOCUMENT NO	DOCUMENT TITLE	AMOUNT		

**ANNUAL MAINTENANCE CONTRACTS OVER \$25,000  
DIRECT PURCHASE ORDERS FOR OCTOBER 2012**

VENDOR NAME	DOCUMENT NO	DOCUMENT TITLE	AMOUNT		



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**DEPARTMENT OF LAW  
INTEROFFICE MEMORANDUM**

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**TO:** Karen Sublett, City Clerk  
**FROM:** Gary E. Rebenstorf, Director of Law  
**SUBJECT:** Report on Claims for October, 2012  
**DATE:** November 5, 2012

---

The following claims were approved by the Law Department during the month of October 2012.

Abraham, Crystal	\$1,319.77
Blunck, Michele	\$ 329.09
Harvey, Jerry	\$3,110.70
Hood, Marlena	\$ 125.00
Nguyen, Diep	\$4,254.84
Poleski, Gary	\$ 293.00
Prichard, Randy	\$ 648.40
Rutenbeck, Larry	\$1,007.38
Stark, James	\$ 300.00
Williams, Norman	\$1,122.00

\*City Manager Approval

\*\* Settled for lesser amount than claimed

\*\*\*Settled for more than amount claimed

cc: Robert Layton, City Manager  
Kelly Carpenter, Director of Finance

**City of Wichita  
City Council Meeting  
November 20, 2012**

**TO:** Mayor and City Council

**SUBJECT:** Amending Resolution and Revised Budget for Lincoln Street Bridge and Dam Improvements (Districts III and IV)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

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**Recommendation:** Approve the revised budget and amending resolution.

**Background:** On October 16, 2012, the City Council approved a change order to the Lincoln Street Bridge and Dam Improvements. On that date, the City Council also approved waiver of the City Council Policy #2, thereby allowing the transfer of \$600,000 in General Obligation (GO) Bonds from the Broadway Bridge at 34<sup>th</sup> Street project, to the Lincoln Street Bridge and Dam Improvements project. An amending resolution reflecting the budget change was inadvertently not presented to the City Council at that time.

On July 12, 2011 and October 23, 2012, the City Council approved the acquisition of grants in the amounts of \$125,000 and \$175,000, respectively. Both grants were provided by the Kansas Department of Wildlife, Parks and Tourism (KDWPT).

**Analysis:** An amending resolution reflecting the \$600,000 transfer of GO Bonds between the Broadway Bridge at 34<sup>th</sup> Street South and the Lincoln Street Bridge and Dam Improvements, and the capture of the KDWPT grants (\$300,000), has been prepared and is being presented to the City Council for approval at this time.

**Financial Considerations:** The approved budget for the Lincoln Street Bridge and Dam Improvements is \$15,110,000, with \$9,600,000 funded by GO Bonds, \$4,800,000 by Federal Transportation Funds, and \$710,000 in reimbursable state and federal grants. It is proposed that the budget be increased to \$16,010,000, with \$10,200,000 funded by GO Bonds, \$4,800,000 by Federal Transportation Funds, and \$1,010,000 in state and federal grants.

The approved budget for the Broadway Bridge at 34<sup>th</sup> Street South is \$17,953,578, with \$9,230,000 funded by GO Bonds and \$8,723,578 by federal grants. This \$9,230,000 in GO Bonds is \$600,000 less than the amount (\$9,830,000) originally available for the project in the Capital Improvement Program (CIP), so no changes are needed on the Broadway Bridge budget.

**Legal Considerations:** The Law Department has approved the amending resolution as to form.

**Recommendation/Action:** It is recommended that the City Council approve the revised budget, approve the amending resolution, and authorize the necessary signatures.

**Attachments:** CIP sheet and amending resolution.

CAPITAL IMPROVEMENT																			
PROJECT AUTHORIZATION																			
CITY OF WICHITA																			
		USE: To Initiate Project <input type="text"/> To Revise Project <input checked="" type="text"/>		1. Prepare in triplicate 2. Send original & 2 copies to budget. 3. City Manager to sign all copies. 4. File original w/ initiating resolution in City Clerk. 5. Return 2nd copy to initiating department. 6. Send 3rd copy to Controller.															
1. Initiating Department	2. Initiating Division	3. Date	4. Project Description & Location																
Public Works & Utilities	Eng & Arch	10/30/2012	Lincoln Dam & Bridge																
5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year)	8. Approved by WCC Date																
B-		2012																	
9. Estimated Start Date As Required	10. Estimated Completion Date As Required	11. Project Revised																	
12. Project Cost Estimate																			
ITEM	GO	SA	OTHER*	TOTAL															
Right of Way																			
Paving, grading & const.																			
Bridge & Dam	\$10,200,000		\$5,810,000	\$16,010,000															
Drainage																			
Sanitary Sewer																			
Sidewalk																			
Water																			
Freeway Interchange																			
Totals	\$10,200,000		\$5,810,000	\$16,010,000															
Total CIP Amount Budgeted																			
Total Prelim. Estimate																			
12A.																			
<table style="width: 100%;"> <thead> <tr> <th></th> <th style="text-align: center;">Yes</th> <th style="text-align: center;">No</th> </tr> </thead> <tbody> <tr> <td>Platting Required</td> <td><input type="text"/></td> <td><input type="text"/></td> </tr> <tr> <td>Lot Split</td> <td><input type="text"/></td> <td><input type="text"/></td> </tr> <tr> <td>Petition</td> <td><input type="text"/></td> <td><input type="text"/></td> </tr> <tr> <td>Ordered by WCC</td> <td style="text-align: center;">X</td> <td><input type="text"/></td> </tr> </tbody> </table>						Yes	No	Platting Required	<input type="text"/>	<input type="text"/>	Lot Split	<input type="text"/>	<input type="text"/>	Petition	<input type="text"/>	<input type="text"/>	Ordered by WCC	X	<input type="text"/>
	Yes	No																	
Platting Required	<input type="text"/>	<input type="text"/>																	
Lot Split	<input type="text"/>	<input type="text"/>																	
Petition	<input type="text"/>	<input type="text"/>																	
Ordered by WCC	X	<input type="text"/>																	
Remarks:																			
\$4,800,000 472-84883 \$500,000 Coast Guard \$175,000 US Fish & Wildlife \$335,000 KS Wildlife & Parks																			
13. Recommendation: Approve the revised budget and and the amending resoltuion.																			
Division Head	Department Head	Budget Officer	City Manager																
		Date	Date																

132019

First Published in the Wichita Eagle on November 26, 2012

**RESOLUTION NO. 12-247**

A RESOLUTION AMENDING RESOLUTION NO. **10-312** AUTHORIZING THE ISSUANCE OF BONDS BY THE CITY OF WICHITA AT LARGE TO IMPROVE THE **LINCOLN STREET BRIDGE AND DAM AT THE ARKANSAS RIVER (472-84883)**.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WICHITA, KANSAS;

SECTION 1. Section 2 of Resolution No. **10-312** is hereby amended to read as follows:

“SECTION 2. Section 2 of Resolution No. **10-258** is hereby amended to read as follows:

SECTION 3. SECTION 2 of Resolution No. **10-100** hereby amended to read as follows:

“SECTION 2. The cost of the above described improvements is estimated to be **Sixteen Million Ten Thousand Dollars (\$16,010,000)** exclusive of the cost of interest on borrowed money. To the extent the cost of such improvements is not paid by Federal and State Grants, the City of Wichita, Kansas, is authorized to issue general obligation bonds to pay such costs under the authority of Wichita Charter Ordinance No. 156 up to a maximum amount of \$16,010,000, exclusive of the cost of interest on borrowed money.”

SECTION 2. The original SECTION 2 of Resolution No. **10-312** is hereby rescinded.

SECTION 3. That the City Clerk shall make proper notification of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 20th day of November, 2012.

\_\_\_\_\_  
CARL BREWER, MAYOR

ATTEST:

\_\_\_\_\_  
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
GARY REBENSTORF, DIRECTOR OF LAW

**Agenda Item No. II-15.**

**City of Wichita  
City Council Meeting  
November 20, 2012**

**TO:** Mayor and City Council

**SUBJECT:** Agreement to Respread Assessments: Krug South 2<sup>nd</sup> Addition  
(District II)

**INITIATED BY:** Department of Finance

**AGENDA:** Consent

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**Recommendation:** Approve the agreement.

**Background:** The landowner, Krug South Residential, LLC has submitted an agreement to respread special assessments within Krug South 2<sup>nd</sup> Addition.

**Analysis:** The land was originally included in improvement districts for Paving Improvements, Sanitary Sewer Improvements, Storm Water Drain Improvements and Water Distribution System Improvements. The purpose of the agreement is to respread special assessments on a fractional basis for each lot. Without the respread agreement, the assessments will be spread on a square foot basis.

**Financial Considerations:** There is no cost to the City.

**Legal Considerations:** The agreement has been reviewed and approved as to form by the Law Department.

**Recommendations/Actions:** It is recommended that the City Council approve the agreement and authorize the necessary signatures.

**Attachments:** Respread agreement.

AGREEMENT  
BY AND BETWEEN

**THE CITY OF WICHITA, KANSAS**

Party of the First Part

And

**KRUG SOUTH RESIDENTIAL, LLC**  
**A Kansas Limited Liability Company**

Party of the Second Part

WHEREAS, Party of the First Part has constructed certain municipal Improvements on the southwest corner of 143rd Street East and 21<sup>st</sup> Street North, within the City Limits of the City of Wichita; and

WHEREAS, Party of the Second Part is the landowner of all or part of improvement districts; and desires that a reassessment be made; and

WHEREAS, Party of the Second Part has platted Krug South Second Addition; and

WHEREAS, Party of the First Part and Party of the Second Part are both desirous of accomplishing such a reassessment.

Now, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties agree as follows:

1. Lots 26 through 29, Block 1, Krug South Addition, were part of the improvement district for the following city projects:

Paving Phase 1 – Project No. 472-84521  
Sanitary Phase 1 – Project No. 468-84321  
Water Distribution System Phase 1 – 448-90277  
Storm Water Sewer Phase 1 – 468-84325  
Box Culvert Phase 1 – 468-84323

2. The Parties agree to make a reassessment for said projects in the following manner:

Tracts 1 through 5 (see attached legal descriptions), Krug South Second Addition shall pay 100% of the original total cost apportioned to the property described in Section One above based on equal fractions. (Paving Phase 1 Project No. 472-84521, Sanitary Sewer Phase 1 Project No. 468-84321, Water Distribution System Phase 1 Project No. 448-90277, Storm Water Sewer Phase 1 Project No. 468-84325, and Box Culvert Phase 1 Project No. 468-84323).

3. The Party of the Second Part is the owner of the property described in Section One above and said Party of the Second Part hereby waives the notice and hearing requirements of K.S.A. 12-6a12 (b) with respect to the reassessment herein described.



4. The Party of the Second Part further waives their right to appeal the special assessments for the above mentioned projects (including the described reassessment) and agree that no suit to set aside said assessment shall be brought by them nor shall they in any other way bring an action to question the validity of the proceedings taken by the Party of the First Part in levying the special assessments therefore.
5. The Party of the Second Part further agrees that they will indemnify the Party of the First Part against any and all costs, expenses, claims and adjustments for which the Party of the First Part is held responsible or which are entered against the Party of the First Part arising out of or as a result of the reassessment herein described.

IN WITNESS WHEREOF, the Parties hereto have executed this agreement the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**THE CITY OF WICHITA, KANSAS**

\_\_\_\_\_  
Carl Brewer, Mayor  
Party of the First Part

Approved as to form:

Attest:

\_\_\_\_\_  
Director of Law

\_\_\_\_\_  
City Clerk

STATE OF KANSAS     }  
SEDGWICK COUNTY   }     SS:

BE IT REMEMBERED, that on this \_\_\_\_ day of \_\_\_\_\_, 2012, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Carl Brewer, Mayor, The City of Wichita, a Municipal Corporation, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged to me the execution of the same, for and on behalf, and as the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

\_\_\_\_\_  
Notary Public

(Seal)

My Appointment Expires: \_\_\_\_\_

**KRUG SOUTH RESIDENTIAL, LLC**  
**A Kansas Limited Liability Company**

By: \_\_\_\_\_  
Kevin Mullen, President  
Ritchie Development Corporation, Manager

STATE OF KANSAS     }  
SEDGWICK COUNTY }     SS:

BE IT REMEMBERED, that on this \_\_\_\_ day of \_\_\_\_\_, 2012, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Kevin Mullen, President, Ritchie Development Corporation, Manager, Krug South Residential, LLC, A Kansas Limited Liability Company, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged to me the execution of the same, for and on behalf, and as the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

\_\_\_\_\_  
Notary Public

(Seal)

My Appointment Expires: \_\_\_\_\_

**CITY OF WICHITA**  
**City Council Meeting**  
November 20, 2012

**TO:** Mayor and City Council

**SUBJECT:** Acquisition by Eminent Domain of Tracts Required for the East Kellogg Freeway Project (District II)

**INITIATED BY:** Office of Property Management

**AGENDA:** Consent

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**Recommendation:** Adopt and place on first reading the ordinance providing for the acquisition by eminent domain of certain real properties.

**Background:** On February 8, 2011, the City Council approved the design for the improvement of Kellogg Avenue (US Highway 54) from Cypress to Chateau. The project calls for the improvement of Kellogg to a six lane, limited access highway with one way frontage roads on each side of the highway and interchanges at the intersections of Webb Road and the Kansas Turnpike (Interstate Highway 35). The project will require the acquisition of all or part of approximately 40 parcels. The properties consist of a mix of retail and commercial uses.

**Analysis:** To date, 14 tracts have been acquired. Due to the timing of the project, it is necessary to initiate eminent domain at this time. Staff will continue to negotiate with the owners as well continue to work to clear title issues. As agreements are reached or title is cleared, tracts will be deleted from the eminent domain action.

**Financial Considerations:** The cost of these acquisitions will be paid for with General Obligation Bonds.

**Legal Considerations:** The City is authorized by law to commence eminent domain proceedings to acquire these properties.

**Recommendation/Action:** It is recommended that the City Council adopt and place on first reading the ordinance providing for the acquisition by eminent domain of certain real property; and directing the City Attorney to file the appropriate proceedings in the District Court to accomplish such acquisitions.

**Attachments:** Tract list, condemnation resolution and condemnation ordinance.

Kellogg Freeway Improvement - Cypress Street to Chateau Street

Acquisition Status

<u>Tract</u>	<u>Property Address</u>	<u>Owner</u>	<u>Take Size</u>	<u>Type</u>	<u>Occupancy</u>	<u>Status</u>
1	8801 E. Kellogg	Joe Self	6,462.5 sf, 6,452.6 sf TE	Car sales	Owner	
2	9100 E Kellogg	City of Wichita	Full take	Retail	NA	Closed
3	9045 E Kellogg	Lonnie Bosley	35,868.34 sf, 1,800 sf TE	Retail	Owner	
4		City of Wichita	Full take	Vacant land	NA	Closed
5	9401 E Kellogg	Kansas Turnpike Authority		Vacant land	NA	Closed
6		Kansas Turnpike Authority	381,864.6 sf, total take	Vacant land	NA	Closed
7	527 S Webb Rd	E&P Financing LTD	Total take	Motel	Owner	Closed
8	453 S Webb Rd	Phil Ruffin	Total take	Office	Rental	
9	515 S Webb Rd	City of Wichita	Full Take	Motel	NA	Closed
10	465 S. Webb Rd.	Shiv-Kishan Inc.	Total take	Motel	Owner	
11	505 S Webb Rd	City of Wichita	Full Take	Restaurant	NA	Closed
12	411 S. Webb	5 Star	8,171.6 sf, 9,057.6 sf TE	Motel	Owner	
13	511 S Webb Rd	Michael C Grothe	Full Take	Retail	Owner	
14	9555 E. Corporate Hills	Central Star Credit Union	7,206.3 sf TE	Bank	Owner	Closed
15	9601 E Kellogg	Groves Real Estate Co Inc	Full Take	Retail	Owner	
16	333 S. Webb	Webb Douglas Co., LP	6,416 sf TE	Motel	Owner	Closed
17	9609 E Kellogg	Hoover Road LLC	29,450 sf, 4,377.50 TE	Retail	Rental	
18	9600 E Kellogg	Hawker Beechcraft	67,287.7 sf, 133,190.6 sf TE	Manufacturing	Owner	Pending
19		Hoover Road LLC	43,449.2 sf, 23,293.4 sf TE	Vacant land	Rental	
20		Hawker Beechcraft	6,990.2 sf, 30,580.5 sf TE	Manufacturing	Owner	Pending
21	9707 E. Orme	Realty Resources LLC	12,040.8 sf, 2,589.8 sf TE	Retail	Rental	
22	201 S Greenwich	Hawker Beechcraft	4,373.8 sf, 80,903.7 sf TE	Manufacturing	Owner	Pending
24	No Address	Jeff Greenberg	36,583.6 sf DE, 33,168.6 sf TE	Vacant land	NA	
25	650. S. Webb	Steven Chrysler Plymouth Inc.	10,471.1 sf	Car repair	Owner	
27	No Address	Erma Dunnegan	2,328.6 sf, 5,200.7 sf TE	Car sales	Owner	
28		Corral Group LP	6,317.7 sf, 6,888.4 sf PE 36,926.8 sf TE	Restaurant	Owner	
29	9901 E Kellogg	Erma Dunnegan	30,295.1 sf, 8,319.0 sf TE	Car sales	Owner	
31		City of Wichita	Full Take	Vacant land	NA	Closed
33	10009 E Kellogg	Gerald Dunnigan	7,860 sf TE	Retail	Rental	
35		City of Wichita	Full Take	Vacant land	NA	Closed
36	11010 E. Kellogg	1st Bible Baptist Church	7,855.2 sf TE	Church	Owner	Closed
37	10011 E Kellogg	Heritage Properties LP	1,256.9 sf, 12,810.1 sf TE	Retail	Rental	Closed
39	10001 E Kellogg	10001 E Kellogg LLC	9,806.4 sf., 17,601.1 st TE	Retail	Rental	Closed
41	10221 E Kellogg	Carmax Auto Superstores	7,424.8 sf41,983.5 sf TE	Car sales	Owner	
43	10603 E Kellogg	Davis-Moore Real Estate LLC	26,286.3 sf TE	Car sales	Owner	
45	10727 E Kellogg	Vandes Investments LLC	60, 423.0 sf	Mobile home sales	Owner	
51	10851 E. Kellogg	Carport LLC	Full Take	Retail	Rental	
53	10909 E. Kellogg	Carport LLC	Full Take	Retail	Rental	
55	10929 E. Kellogg	Environmental LLC	12,790.8 sf, 3,027.99 sf TE	Retail	Rental	
57	11051 E Kellogg	Carport LLC	26,290.2 sf, 16,018.6 TE, 1,640.4 PE	Car sales	Rental	Pending

**RESOLUTION NO. 12-248**

A RESOLUTION DECLARING THE NECESSITY FOR ACQUIRING PRIVATE PROPERTY FOR THE USE OF THE CITY OF WICHITA IN CONNECTION WITH THE PLANNED IMPROVEMENT OF THE KELLOGG FREEWAY BETWEEN CYPRESS STREET AND CHATEAU STREET IN THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS;

WHEREAS, the governing body has previously authorized the study and the preliminary design of certain improvements for public right-of-way of the Kellogg Freeway from Cypress Street to Chateau Street in the City of Wichita; and

WHEREAS, such study and preliminary design has identified the need to acquire several parcels of private property in order to properly complete such improvements; and

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS;

SECTION 1. The governing body hereby declares it to be necessary to acquire certain private property in connection with improvement of the Kellogg Freeway from Cypress Street to Chateau Street.

SECTION 2. The City Engineer is directed to make or cause to be made a survey and description of the lands and/or interests to be acquired and to have such survey and description filed with the City Clerk.

SECTION 3. That this Resolution shall take effect and be in force from and after its passage and publication once in the official City paper.

PASSED by the governing body of the City of Wichita, Kansas, this 20th day of November, 2012.

**CITY OF WICHITA:**

\_\_\_\_\_  
Carl Brewer, Mayor

**ATTEST:**

\_\_\_\_\_  
Karen Sublett, City Clerk

**APPROVED AS TO FORM:**

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Gary E. Rebenstorf, Director of Law

PUBLISHED IN THE WICHITA EAGLE ON DECEMBER 7<sup>TH</sup>  
2012

ORDINANCE NO.49-399

AN ORDINANCE PROVIDING FOR THE ACQUISITION BY EMINENT DOMAIN OF CERTAIN PRIVATE PROPERTY, EASEMENTS AND RIGHT-OF-WAY THEREIN, FOR THE PURPOSE OF ACQUIRING REAL PROPERTY FOR THE IMPROVEMENT OF THE KELLOGG FREEWAY BETWEEN CYPRESS STREET AND CHATEAU STREET IN THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS; DESIGNATING THE LANDS REQUIRED FOR SUCH PURPOSES AND DIRECTING THE CITY ATTORNEY TO FILE A PETITION IN THE DISTRICT COURT OF SEDGWICK COUNTY, KANSAS, FOR ACQUISITION OF THE LANDS AND EASEMENTS THEREIN TAKEN AND PROVIDING FOR PAYMENT OF THE COST THEREOF.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That it be and is hereby declared to be a public necessity to acquire by eminent domain proceedings for the purpose of public right-of-way for the development of infrastructure associated with the improvement of the Kellogg Freeway between Cypress Street and Chateau Street in the City of Wichita, Sedgwick County, Kansas, the lands and easements hereinafter described in Section 2.

SECTION 2. That the description of the lands and title therein necessary for the purpose of such action is as follows:

Clear and complete title for the uses and purposes herein set forth in and to the following-described tracts, to-wit:

That part of the vacated street right-of-way, (Vacation Order, Case No. VAC2006-00031, recorded in DOC.#/FLM-PG:28834270), lying north of Lot 1, Lankin Addition in Wichita, Sedgwick County, Kansas, described as follows: Commencing at the northwest corner of said Lot 1, said northwest corner also being the southwest corner of said vacated street right-of-way; thence northerly along the extension of the west line of said Lot 1 and along the west line of said vacated street right-of-way, 25.00 feet (described), 27.36 feet (calculated per measured information), to the northwest corner of said vacated street right-of-way; thence easterly along the north line of said vacated street right-of-way, 35.61 feet for a point of beginning; thence continuing easterly along the north line of said vacated street right-of-way, 350.49 feet to a deflection corner in said north line; thence southeasterly with a deflection angle to the right of 50°00'00" (calculated per description), 48°08'47" (calculated per measured information), along the

northeast line of said vacated street right-of-way, 25.30 feet (described), 27.07 feet (calculated per measured information), to the intersection with the northerly extension of the east line of said Lot 1; thence southerly along said extended east line, 29.50 feet to the intersection with the easterly extension of a line tangent to the point of compound curvature in the north line of said Lot 1, said extended tangent line also being the south line of said vacated street right-of-way; thence westerly along said extended tangent line and along the south line of said vacated street right-of-way, 29.98 feet (described and platted), 30.25 feet (calculated per measured information), to the point of compound curvature in the north line of said Lot 1; thence northwesterly with a deflection angle to the right of  $29^{\circ}07'51''$ , 14.97 feet; thence westerly with a deflection angle to the left of  $27^{\circ}59'32''$ , 136.15 feet; thence westerly with a deflection angle to the left of  $05^{\circ}10'23''$ , 192.95 feet to the point of beginning (Tract 1) and

That part of Lot 1, East Turnpike Entrance Addition, Wichita, Kansas, described as follows: Beginning at the northwest corner of said Lot 1; thence easterly along the north line of said Lot 1, 153.70 feet (platted), 153.71 feet (calculated per described information), to a deflection corner in said north line; thence southeasterly along the northeasterly line of said Lot 1, 353.62 feet (platted), 353.61 feet (calculated per described information), to a deflection corner in said northeast line; thence southerly along the east line of said Lot 1, 49.96 feet; thence northwesterly with a deflection angle to the right of  $124^{\circ}50'20''$ , 153.63 feet; thence northwesterly with a deflection angle to the left of  $9^{\circ}57'58''$ , a distance of 301.25 feet; thence westerly with a deflection angle to the left of  $21^{\circ}24'59''$ , 30.00 feet to a point on the west line of said Lot 1, said point being 89.44 feet south of the northwest corner of said Lot 1; thence northerly along the west line of said Lot 1, 89.44 feet to the point of beginning (Tract 3) and

All of Lot 2, F.N.I.C. Addition, Wichita, Sedgwick County, Kansas, together with that part of Lot 1 in said F.N.I.C. Addition described as follows: Beginning at the northwest corner of said Lot 1; thence southerly along a segment of the west line of said Lot 1, 290.00 feet to a deflection corner in said west line; thence easterly along a segment of the west line of said Lot 1, 25.00 feet to a deflection corner in said west line, said deflection corner also being on the west line of part of a fire lane easement as granted in said F.N.I.C. Addition; thence northerly along the west line of said fire lane easement, and as extended northerly 290.00 feet to a point on the north line of said Lot 1; thence westerly along the north line of said Lot 1, 25.00 feet to the point of beginning (Tract 8) and

All of Lot 2, R.V.C. Addition, Wichita, Sedgwick County, Kansas (Tract 10) and

That part of Lot 1, R.V.C. Addition, Wichita, Sedgwick County, Kansas described as follows: Beginning at the southeast corner of said Lot 1; thence westerly along the south line of said Lot 1, 15.28 feet; thence northerly parallel with the most northerly segment of the east line of said Lot 1, 363.92 feet to a point on the north line of said Lot 1; thence easterly along the north line of said Lot 1, 23.00 feet to the northeast corner of said Lot 1; thence southerly along the most northerly segment of the east line of said Lot 1, 312.56 feet (platted), 312.48 feet (calculated), to a deflection corner in said east line; thence southerly along a segment of the east line of said Lot 1, 52.02 feet to the point of beginning (Tract 12)

Beginning at the southeast corner of Lot 1, Davis-Moore Addition, Wichita, Kansas, Sedgwick County, Kansas; thence with an assumed bearing of  $S90^{\circ}00'00''W$  on the

south line of said Lot 1, a distance of 253.00 feet; thence N00°00'00"E, a distance of 124.79 feet (described), 124.73 feet (calculated), to a point 175.00 feet south of the north line of said Lot 1; thence N90°00'00"E parallel with the south line of said Lot 1, N89°59'31"E (calculated and not parallel with the south line of said Lot 1), a distance of 238.00 feet, more or less, to the intersection with the east line of said Lot 1; thence S00°00'00"W on said east line, a distance of 4.79 feet to a corner in the easterly line of said Lot 1; thence continuing on said easterly line S08°31'51"E, a distance of 101.12 feet to a corner in the most easterly line of said Lot 1; thence S00°00'00"W on said line, a distance of 20.00 feet (platted), 19.97 feet (calculated), to the point of beginning (Tract 13) and

Lot 1, Cross Town East, Wichita, Kansas, EXCEPT that part of said Lot 1 dedicated to the public for street purposes recorded on Film 574 at Page 849, said dedication being described as follows: Beginning at the Northwest Corner of the Cross Town East Addition, said point being seventy-nine and four tenths (79.4) feet south and seventy-five (75) feet east of the Northwest Corner of Section 28, Township 27 South, Range 2 East of the 6<sup>th</sup> P.M.; thence east along the south right-of-way line of US-54 Highway for a distance of twenty (20) feet to a point; thence southwest for a distance of twenty-eight and twenty-eight hundredths (28.28) feet to a point on the east right-of-way line of Webb Road; thence north along the east right-of-way line of Webb Road for a distance of twenty (20) feet to the point of beginning (Tract 15) and

That part of Lot 2, Cross Town East, Wichita, Kansas described as beginning at the northeast corner thereof; thence south along the east line of said Lot 2, 155.00 feet; thence west parallel with the north line of said Lot 2, 190.00 feet; thence north parallel with the east line of said Lot 2, 155.00 feet to a point on the north line of said Lot 2; thence east along the north line of said Lot 2, 190.00 feet to the point of beginning (Tract 17) and

That part of the West Half of the Southwest Quarter of Section 21, Township 27 South, Range 2 East of the Sixth Principal Meridian, Sedgwick County, Kansas described as follows: Commencing at the southwest corner of said Southwest Quarter; thence northerly along the west line of said Southwest Quarter 60.60 feet to the north right-of-way line of U.S. Highway 54 as condemned in District Court Case No. A-17549; thence easterly with a deflection angle to the right of 90°00'17", 95.00 feet to the intersection with the east line of a permanent easement for road right-of-way as established in the Dedication recorded in Film 574 at Page 847, and for a point of beginning; thence northwesterly with a deflection angle to the left of 134°43'14" and along a segment of the east line of said Dedication, 35.53 feet to a deflection corner in said east line, said deflection corner being 70.00 feet normally distant east of the west line of said Southwest Quarter; thence northerly with a deflection angle to the right of 44°42'57" and along a segment of the east line of said Dedication, (said segment being parallel with the west line of said Southwest Quarter), 110.00 feet to a deflection corner in said east line; thence westerly with a deflection angle to the left of 90°11'51" and along a segment of the east line of said Dedication, (said segment being parallel with the south line of said Southwest Quarter), 26.00 feet to a deflection corner in said east line, said deflection corner being 44.00 feet normally distant east of the west line of said Southwest Quarter; thence northerly with a deflection angle to the right of 83°29'06" and along a segment of the east line of said Dedication, 34.22 feet to a deflection corner in said east line, said deflection corner being 40.00 feet normally distant east of the west line of said Southwest Quarter and on the east right-of-way line of Webb Road; thence



northerly with a deflection angle to the right of  $06^{\circ}42'45''$  and along the east right-of-way line of said Webb Road, (said east right-of-way line being parallel with the west line of said Southwest Quarter), 52.00 feet to a deflection corner in the east line of a permanent easement for road right-of-way as established in the Dedication recorded in Film 574 at Page 847; thence easterly with a deflection angle to the right of  $89^{\circ}48'09''$  and along a segment of the east line of said Dedication, (said segment being parallel with the south line of said Southwest Quarter), 5.00 feet to a deflection corner in said east line, said deflection corner being 45.00 feet normally distant east of the west line of said Southwest Quarter; thence northerly with a deflection angle to the left of  $89^{\circ}48'09''$  and along a segment of the east line of said Dedication, (said segment being parallel with the west line of said Southwest Quarter), 271.00 feet to a deflection corner in said east line; thence westerly with a deflection angle to the left of  $90^{\circ}11'51''$  and along a segment of the east line of said Dedication, (said segment being parallel with the south line of said Southwest Quarter), 4.00 feet to a deflection corner in said east line, said deflection corner being 41.00 feet normally distant east of the west line of said Southeast Quarter; thence northerly with a deflection angle of  $90^{\circ}11'51''$  and along a segment of the east line of said Dedication, (said segment being parallel with the west line of said Southwest Quarter), 26.00 feet to a deflection corner in said east line; thence easterly with a deflection angle to the right of  $89^{\circ}48'09''$  and along a segment of the east line of said Dedication, (said segment being parallel with the south line of said Southwest Quarter), 4.00 feet to a deflection corner in said east line, said deflection corner being 45.00 feet normally distant east of the west line of said Southwest Quarter; thence northerly with a deflection angle to the left of  $89^{\circ}48'09''$  and along a segment of the east line of said Dedication, (said segment being parallel with the west line of said Southwest Quarter), 112.00 feet to a deflection corner in said east line, said deflection corner also being a deflection corner in the east line of a Right-of-Way Agreement as recorded in Film 595 at Page 814; thence northerly along the east line of said Right-of-Way Agreement, (said east line being parallel with and 45.00 feet normally distant east of the west line of said Southwest Quarter), 446.39 feet; thence southerly with a deflection angle to the right of  $168^{\circ}41'24''$ , 101.98 feet to a point 65.00 feet normally distant east of the west line of said Southwest Quarter; thence southerly with a deflection angle to the right of  $11^{\circ}18'36''$  and parallel with the west line of said Southwest Quarter, 370.00 feet; thence southerly with a deflection angle to the left of  $04^{\circ}39'12''$ , 431.42 feet to a point 100.00 feet normally distant east of the west line of said Southwest Quarter; thence easterly with a deflection angle to the left of  $85^{\circ}20'48''$  and perpendicular to the west line of said Southwest Quarter, 130.00 feet to a point 230.00 feet normally distant east of the west line of said Southwest Quarter; thence southerly with a deflection angle to the right of  $90^{\circ}00'00''$  and parallel with the west line of said Southwest Quarter, 136.35 feet to a point 100.00 feet normally distant north of the south line of said Southwest Quarter; thence easterly with a deflection angle to the left of  $87^{\circ}01'04''$ , 180.29 feet to a point 90.00 feet normally distant north of the south line of said Southwest Quarter; thence easterly with a deflection angle to the right of  $08^{\circ}16'19''$ , 100.74 feet to a point 70.00 feet normally distant north of the south line of said Southwest Quarter; thence easterly with a deflection angle to the left of  $07^{\circ}48'46''$ , 99.27 feet to a point 63.70 feet normally distant north of the south line of said Southwest Quarter; thence easterly with a deflection angle to the left of  $03^{\circ}38'19''$ , 715.62 feet to a point on the east line of the West Half of said Southwest Quarter, said point being 63.70 feet north of the southeast corner of the West Half of said Southwest Quarter; thence southerly with a deflection angle to the right of  $90^{\circ}09'44''$  and along the east line of the West Half of said Southwest Quarter, 5.56 feet to a point on the north right-of-way line of said U.S. Highway 54, said point being 58.14 feet north of the

southeast corner of the West Half of said Southwest Quarter; thence westerly with a deflection angle to the right of  $89^{\circ}48'49''$  and along the north right-of-way line of said U.S. Highway 54, 558.66 feet to a deflection corner in said north right-of-way line, said deflection corner being 57.90 feet normally distant north of the south line of said Southwest Quarter; thence westerly with a deflection angle to the right of  $00^{\circ}13'36''$  and along the north right-of-way line of said U.S. Highway 54, 669.90 feet to the point of beginning (Tract 18) and

That part of Lot 2, Cross Town East, Wichita, Kansas described as follows: Beginning at the northeast corner of Lot 1 in said Cross Town East; thence easterly along the north line of said Lot 2, 280.15 feet (calculated per platted information), 280.18 feet (calculated per described information), to a point 190.00 feet west of the northeast corner of said Lot 2; thence southerly parallel with the east line of said Lot 2 to a point 155.00 feet south of the north line of said Lot 2 as measured parallel with the east line of said Lot 1; thence westerly parallel with the north line of said Lot 2, 280.45 feet to the southeast corner of said Lot 1; thence northerly along the east line of said Lot 1, 155.00 feet to the point of beginning, TOGETHER with that part of said Lot 2 described as follows: Beginning at the southwest corner of said Lot 1; thence easterly along the south line of said Lot 1, 165.00 feet; thence southerly parallel with the west line of the Northwest Quarter of Section 28, township 27 South, Range 2 East of the Sixth Principal Meridian, Sedgwick County, Kansas, 110.00 feet; thence westerly parallel with the south line of said Lot 1, 130.00 feet to a point 110.00 feet normally distant east of the west line of said Northwest Quarter; thence southerly parallel with the west line of said Northwest Quarter, 367.55 feet to a point on the south line of said Lot 2; thence westerly along the south line of said Lot 2, 42.64 feet to the southwest corner of said Lot 2; thence northerly along the west line of said Lot 2, 85.51 feet (platted), 85.54 feet (calculated), to a deflection corner in said west line; thence northerly along the west line of said Lot 2, 267.32 feet (platted), 267.29 feet (calculated), to a deflection corner in said west line; thence northerly along the west line of said Lot 2, 101.18 feet (platted and calculated), to a deflection corner in said west line; thence northerly along the west line of said Lot 2, 25.14 feet (platted and calculated), to the point of beginning (Tract 19) and

That part of the East Half of the Southwest Quarter of Section 21, Township 27 South, Range 2 East of the Sixth Principal Meridian, Sedgwick County, Kansas described as follows: Beginning at the intersection of the east line of said Southwest Quarter with the north right-of-way line of U.S. Highway 54 as condemned in District Court Case No. A-17549, said intersection being 58.70 feet north of the southeast corner of said Southwest Quarter; thence westerly along the north right-of-way line of said U.S. Highway 54, 1323.60 feet to a point on the west line of the East Half of said Southwest Quarter, said point being 58.14 feet north of the southwest corner of the East Half of said Southwest Quarter; thence northerly along the west line of the East Half of said Southwest Quarter, 5.56 feet to a point 63.70 feet north of the southwest corner of the East Half of said Southwest Quarter; thence easterly parallel with the south line of the East Half of said Southwest Quarter, 1323.60 feet to a point on the east line of said Southwest Quarter, said point being 63.70 feet north of the southeast corner of said Southwest Quarter; thence southerly along the east line of said Southwest Quarter, 5.00 feet to the point of beginning (Tract 20) and

A 40.00 foot wide strip of land in Lot 1, Rosson Addition, Wichita, Sedgwick County, Kansas lying easterly of, parallel with, abutting, and measured perpendicular to the west line of said Lot 1 (Tract 21) and

That part of the Southwest Quarter of the Southeast Quarter of Section 21, Township 27 South, Range 2 East of the Sixth Principal Meridian, Sedgwick County, Kansas described as follows: Commencing at the intersection of the west line of said Southeast Quarter with the north right-of-way line of U.S. Highway 54 as condemned in District Court Case No. A-17549, said intersection being 63.70 feet north of the southwest corner of said Southeast Quarter; thence easterly along the north right-of-way line of said U.S. Highway 54, 247.50 feet to a deflection corner in said north right-of-way line, said deflection corner also being 64.00 feet north of the south line of the Southwest Quarter of said Southeast Quarter; thence easterly with a deflection angle to the right of  $00^{\circ}00'53''$  and along the north right-of-way line of said U.S. Highway 54, 92.03 feet for a point of beginning; thence easterly with a deflection angle to the left of  $06^{\circ}10'21''$ , 100.59 feet; thence easterly with a deflection angle to the right of  $06^{\circ}13'39''$ , 310.00 feet; thence easterly with a deflection angle to the right of  $05^{\circ}57'03''$ , 100.54 feet to a point on the north right-of-way line of said U.S. Highway 54; thence westerly with a deflection angle to the right of  $173^{\circ}59'39''$  and along the north right-of-way line of said U.S. Highway 54, 510.00 feet to the point of beginning (Tract 22) and

That part of Lot 2, Rosson Addition, Wichita, Sedgwick County, Kansas described as follows: Beginning at the west corner common to said Lot 2 and Lot 1 in said Rosson Addition; thence east along the south line of said Lot 1, 40.14 feet to a point 40.00 feet normally distant east of the west line of said Lot 2; thence southerly parallel with the west line of said Lot 2, 261.72 feet to a point on the south line of said Lot 2; thence west along the south line of said Lot 2, 40.13 feet to the southwest corner of said Lot 2; thence northerly along the west line of said Lot 2, 261.81 feet to the point of beginning (Tract 25) and

That part of Lot 1, Paul Burnett 2<sup>nd</sup> Addition, Wichita, Kansas described as follows: Beginning at the northwest corner of said Lot 1; thence easterly along the north line of said Lot 1, 70.30 feet (platted), 69.06 feet (calculated per described information), to a deflection corner in said north line; thence northeasterly along the north line of said Lot 1, 31.89 feet (platted), 31.67 feet (calculated per described information), to the northeast corner of said Lot 1; thence southerly along the east line of said Lot 1, 36.87 feet; thence southwesterly, 40.40 feet to a point 25.00 feet normally distant south of the westerly segment of the north line of said Lot 1; thence westerly parallel with the westerly segment of the north line of said Lot 1, 52.39 feet to a point on the west line of said Lot 1; thence northerly along the west line of said Lot 1, 25.00 feet to the point of beginning (Tract 27) and

That part of Reserve "A", Golden Corral Addition, Wichita, Sedgwick County, Kansas described as follows: Beginning at the southeast corner of said Reserve "A"; thence westerly along the south line of said Reserve "A"; 277.96 feet; thence northeasterly with a deflection angle to the right of  $168^{\circ}06'11''$ , 151.90 feet to a point 120.00 feet normally distant north of the south line of the Southeast Quarter of Section 21, Township 27 South, Range 2 East of the Sixth Principal Meridian, Sedgwick County, Kansas; thence easterly with a deflection angle to the right of  $11^{\circ}56'38''$  and parallel with the south line of said Southeast Quarter, 129.43 feet to a point on the east line of said Reserve "A", said point being 31.21 feet north of the southeast corner of said

Reserve "A"; thence southerly along the east line of said Reserve "A", 31.21 feet to the point of beginning (Tract 28) and

That part of Lot 1, Paul Burnett Addition, Wichita, Kansas described as follows: Beginning at the northwest corner of said Lot 1; thence northeasterly along the north line of said Lot 1, 31.28 feet (platted), 31.47 feet (calculated), to the point of curvature of a tangent curve to the right in said north line; thence northeasterly and easterly along said curve, having a central angle of  $45^{\circ}00'00''$  and a radius of 120.71 feet, an arc distance of 94.81 feet to the point of tangency of said curve; thence easterly along the north line of said Lot 1, 299.80 feet to the northeast corner of said Lot 1; thence southerly along the east line of said Lot 1, 78.00 feet; thence westerly with a deflection angle to the right of  $89^{\circ}45'49''$  and parallel with the easterly segment of the north line of said Lot 1, 346.21 feet; thence southwesterly with a deflection angle to the left of  $15^{\circ}06'28''$ , 63.20 feet to a point on the west line of said Lot 1, said point being 36.87 feet south of the northwest corner of said Lot 1; thence northerly along the west line of said Lot 1, 36.87 feet to the point of beginning (Tract 29) and

That part of Lot 1, Block A, Pizza Hut Second Addition to Wichita, Sedgwick County, Kansas described as follows: Commencing at the northeast corner of said Lot 1, said northeast corner also being the northeast corner of that part of said Lot 1 dedicated for public street right-of-way purposes in the Dedication recorded on Film 1809 at Page 1279; thence on a Kansas South Zone Grid Bearing of  $S00^{\circ}50'47''E$  along the east line of said Lot 1, and along the east line of said Dedication, 128.00 feet to the southeast corner of said Dedication; thence  $S88^{\circ}58'10''W$  (described),  $S88^{\circ}59'18''W$  (calculated), along the south line of said Dedication, 169.84 feet for a point of beginning; thence  $S86^{\circ}53'22''W$ , 420.29 feet; thence  $S89^{\circ}00'41''W$ , 208.99 feet to a point 30.00 feet normally distant east of the west line of said Lot 1; thence  $S39^{\circ}43'23''W$ , 46.17 feet to a point on the west line of said Lot 1, said point being 50.30 feet south of the southwest corner of said Dedication; thence  $N00^{\circ}49'54''W$  (described),  $N00^{\circ}47'50''W$  (calculated), along the west line of said Lot 1, 50.30 feet to the southwest corner of said Dedication; thence  $N88^{\circ}58'10''E$  (described),  $N88^{\circ}59'18''E$  (calculated), along the south line of said Dedication, 658.94 feet to the point of beginning (Tract 41) and

That part of Lot 1, Block 3, K. T. Wiedemann Business Park, Wichita, Sedgwick County, Kansas described as follows: Beginning at the northwest corner of said Lot 1; thence easterly along the north line of said Lot 1, 409.47 feet (platted, 405.02 feet (calculated), to the northeast corner of said Lot 1; thence southerly along the east line of said Lot 1, 214.28 feet; thence northwesterly, 425.09 feet, more or less, to a point on the west line of said Lot 1, said point being 84.10 feet south of the northwest corner of said Lot 1; thence northerly along the west line of said Lot 1, 84.10 feet to the point of beginning (Tract 45) and

Lot 1, Block 1, Holstead Addition to the City of Wichita, Sedgwick county, Kansas (Tract 51) and

A tract beginning at a point on the South line of U.S. Highway 54, 181.40 feet West of the East line of the West Half of the Northeast Quarter of the Northeast Quarter (W/2, NE/4, NE/4) of Section Twenty-eight (28), Township Twenty-Seven (27) South, Range Two (2) East of the 6<sup>th</sup> P.M. in Sedgwick County, Kansas; thence South parallel with the East line of the West half of the Northeast Quarter of the Northeast Quarter (W/2, NE/4, NE/4), 200.00 feet; thence West parallel with the South line of said Highway,

300.00 feet (described), 302.54 feet (calculated) to a deflection corner in the east line of Lot 1, Block 1, Holsted Addition to the City of Wichita, Sedgwick County, Kansas; thence North along the east line of said Lot 1, Holsted Addition, 200.00 feet to a point on the South line of said Highway; thence East along the South line of said Highway, 300.00 feet (described), 301.99 feet (calculated), to the point of beginning (Tract 53) and

Lot 1, Rowley Addition to Wichita, Sedgwick County, Kansas (Tract 55) and

That part of Lot 2, East Kellogg Acres, Wichita, Sedgwick County, Kansas described as follows: Commencing at the northwest corner of said Lot 2; thence southerly along the west line of said Lot 2, 20.00 feet to the intersection with the south line of that part of said Lot 2 taken for street, for a point of beginning; thence easterly parallel with the north line of said Lot 2 and along the south line of that part of said Lot 2 taken for street, 291.50 feet, more or less, (platted 0, 291.24 feet (calculated per measured information), to the intersection with the east line of said Lot 2; thence southerly along the east line of said Lot 2, 85.37 feet; thence westerly with a deflection angle to the right of  $87^{\circ}53'54''$ , 291.44 feet, more or less to a point on the west line of said Lot 2, said point being 95.17 feet south of the point of beginning; thence northerly along the west line of said Lot 2, 95.17 feet to the point of beginning (Tract 57).

Permanent easements for drainage, public utilities and related uses in and to the following-described tracts, to-wit:

That part of the Southwest Quarter of the Southeast Quarter of Section 21, Township 27 South, Range 2 East of the Sixth Principal Meridian, Sedgwick County, Kansas described as follows: Beginning at the intersection of the west line of said Southeast Quarter with the north right-of-way line of U.S. Highway 54 as condemned in District Court Case No. A-17549, said intersection being 63.70 feet north of the southwest corner of said Southeast Quarter; thence continuing northerly along the west line of said Southeast Quarter, 75.06 feet; thence easterly with a deflection angle to the right of  $89^{\circ}49'20''$ , 1325.07 feet to a point on the east line of the Southwest Quarter of said Southeast Quarter, said point being 140.03 feet north of the southeast corner of the Southwest Quarter of said Southeast Quarter; thence southerly along the east line of the Southwest Quarter of said Southeast Quarter, 75.00 feet to a point 65.03 feet north of the southeast corner of the Southwest Quarter of said Southeast Quarter, (64.63 feet per the plat of Chelsea Brook Addition, Wichita, Sedgwick County, Kansas), said point also being on the north right-of-way line of said U.S. Highway 54; thence westerly along said north right-of-way line, 1325.07 feet to the point of beginning, EXCEPT that part of the above described tract described as follows: Commencing at the intersection of the west line of said Southeast Quarter with the north right-of-way line of U.S. Highway 54 as condemned in District Court Case No. A-17549, said intersection being 63.70 feet north of the southwest corner of said Southeast Quarter; thence easterly along the north right-of-way line of said U.S. Highway 54, 247.50 feet to a deflection corner in said north right-of-way line, said deflection corner also being 64.00 feet north of the south line of the Southwest Quarter of said Southeast Quarter; thence easterly with a deflection angle to the right of  $00^{\circ}00'53''$  and along the north right-of-way line of said U.S. Highway 54, 92.06 feet for a point of beginning; thence easterly with a deflection angle to the left of  $06^{\circ}10'21''$ , 100.59 feet; thence easterly with a deflection angle to the right of  $06^{\circ}13'39''$ , 310.00 feet; thence easterly with a deflection angle to the right of  $05^{\circ}57'03''$ , 100.54 feet to a point on the north right-of-way line of said U.S. Highway

54; thence westerly with a deflection angle to the right of  $173^{\circ}59'39''$  and along the north right-of-way line of said U.S. Highway 54, 510.00 feet to the point of beginning (Tract 22) and

That part of the south 60.00 feet of Lot 1, Block 1, Chelsea Brooke Addition, Wichita, Sedgwick County, Kansas lying west of and abutting the west line of a 15.00 foot drainage easement as granted in said Chelsea Brooke Addition (Tract 24) and

That part of Reserve "A", Golden Corral Addition, Wichita, Sedgwick County, Kansas lying east of and abutting the east line of the 45 foot drainage easement recorded in Film 325 at Page 284, and lying south of and abutting the easterly extension of the south line of Lot 1, Block A, in said Golden Corral Addition, and lying north of and abutting a line 120.00 feet normally distant north of and parallel with the south line of the Southeast Quarter of Section 21, Township 27 South, Range 2 East of the Sixth Principal Meridian, Sedgwick County, Kansas (Tract 28) and

That part of the west 10.00 feet of the east 22.50 feet of Lot 2, East Kellogg Acres, Wichita, Sedgwick County, Kansas lying south of and abutting the following described line: Commencing at the northeast corner of said Lot 2: thence southerly along the east line of said Lot 2, 105.37 feet; thence westerly with a deflection angle to the right of  $87^{\circ}53'54''$ , 12.51 feet to a point on the west line of a 25 foot easement as granted in said East Kellogg Acres, said point also being 12.50 feet normally distant west of the east line of said Lot 2, and for a point of beginning; thence continuing westerly along the extension of the last described course, 10.01 feet to a point 22.50 feet normally distant west of the east line of said Lot 2, and for a point of termination (Tract 57).

All right of access to and from the abutting road right of way over and across the following described lines, to wit:

Complete Access Control over the following described line in the vacated street right-of-way, (Vacation Order, Case No. VAC2006-00031, recorded in DOC.#/FLM-PG:28834270), lying north of Lot 1, Lankin Addition in Wichita, Sedgwick County, Kansas, said line being described as follows: Beginning at the northwest corner of said Lot 1, said northwest corner also being the southwest corner of said vacated street right-of-way; FIRST COURSE, thence northerly along the extension of the west line of said Lot 1 and along the west line of said vacated street right-of-way, 25.00 feet (described), 27.36 feet (calculated per measured information), to the northwest corner of said vacated street right-of-way; SECOND COURSE, thence easterly along the north line of said vacated street right-of-way, 386.10 feet to a deflection corner in said north line; THIRD COURSE, thence southeasterly with a deflection angle to the right of  $50^{\circ}00'00''$  (calculated per description),  $48^{\circ}08'47''$  (calculated per measured information), along the northeast line of said vacated street right-of-way, 25.30 feet (described), 27.07 feet (calculated per measured information), to the intersection with the northerly extension of the east line of said Lot 1; FOURTH COURSE, thence southerly along said extended east line, 29.50 feet to the intersection with the easterly extension of a line tangent to the point of compound curvature in the north line of said Lot 1, said extended tangent line also being the south line of said vacated street right-of-way; FIFTH COURSE, thence westerly along said extended tangent line and along the south line of said vacated street right-of-way, 29.98 feet (described and platted), 30.25 feet (calculated per measured information), to the point of compound curvature in the north line of said Lot 1, and for a point of beginning; SIXTH COURSE, thence

northwesterly with a deflection angle to the right of  $29^{\circ}07'51''$ , 14.97 feet; SEVENTH COURSE, thence westerly with a deflection angle to the left of  $27^{\circ}59'32''$ , 136.15 feet; EIGHTH COURSE, thence westerly with a deflection angle to the left of  $05^{\circ}10'23''$ , 192.95 feet to a point on the north line of said vacated street right-of-way, and for a point of termination, EXCEPT that part of the previously described EIGHTH COURSE described as follows: Commencing at the beginning of the previously described EIGHTH COURSE; thence westerly along said previously described EIGHTH COURSE, 26.03 feet for a point of beginning; thence continuing westerly along said previously described EIGHTH COURSE, 30.07 feet for a point of termination (Tract 1) and

Complete Access Control over a line in Lot 1, East Turnpike Entrance Addition, Wichita, Sedgwick County, Kansas, said line being described as follows: Commencing at the northwest corner of said Lot 1; thence southerly along the west line of said Lot 1, 89.44 feet for a point of beginning; thence easterly with a deflection angle to the left of  $89^{\circ}45'56''$ , 30.00 feet; thence southeasterly with a deflection angle to the right of  $21^{\circ}24'59''$ , 301.25 feet; thence southeasterly with a deflection angle to the right of  $09^{\circ}57'58''$ , 153.63 feet to a point on the east line of said Lot 1, said point being 49.96 feet south of a deflection corner in the east line of said Lot 1, and for a point of termination (Tract 3) and

Commencing at the southeast corner of Lot 1, R.V.C. Addition, Wichita, Sedgwick County, Kansas; thence westerly along the south line of said Lot 1, 15.28 feet for a point of beginning; thence northerly parallel with the most northerly segment of the east line of said Lot 1, 46.61 feet to the point of termination and

Commencing at the northeast corner of Lot 1, R.V.C. Addition, Wichita, Sedgwick County, Kansas; thence westerly along the north line of said Lot 1, 23.00 feet for a point of beginning; thence southerly parallel with the most northerly segment of the east line of said Lot 1, 45.00 feet to the point of termination. (Tract 12) and

Access control to or from Webb Road and to or from U.S. Highway 54 over and across that part of the Southwest Quarter of Section 21, Township 27 South, Range 2 East of the Sixth Principal Meridian, Sedgwick County, Kansas lying generally east of and north of and abutting the following described line: Commencing at the southwest corner of said Southwest Quarter; thence northerly along the west line of said Southwest Quarter, 60.60 feet to the north right-of-way line of U.S. Highway 54 as condemned in District Court Case No. A-17549; thence easterly with a deflection angle to the right of  $90^{\circ}00'17''$ , 95.00 feet to the intersection with the east line of a permanent easement for road right-of-way as established in the Dedication recorded in Film 574 at Page 847; thence northwesterly with a deflection angle to the left of  $134^{\circ}43'14''$  and along a segment of the east line of said Dedication, 35.53 feet to a deflection corner in said east line, said deflection corner being 70.00 feet normally distant east of the west line of said Southwest Quarter; thence northerly with a deflection angle to the right of  $44^{\circ}42'57''$  and along a segment of the east line of said Dedication, (said segment being parallel with the west line of said Southwest Quarter), 110.00 feet to a deflection corner in said east line; thence westerly with a deflection angle to the left of  $90^{\circ}11'51''$  and along a segment of the east line of said Dedication, (said segment being parallel with the south line of said Southwest Quarter), 26.00 feet to a deflection corner in said east line, said deflection corner being 44.00 feet normally distant east of the west line of said Southwest Quarter; thence northerly with a deflection angle to the right of  $83^{\circ}29'06''$

and along a segment of the east line of said Dedication, 34.22 feet to a deflection corner in said east line, said deflection corner being 40.00 feet normally distant east of the west line of said Southwest Quarter and on the east right-of-way line of Webb Road; thence northerly with a deflection angle to the right of  $06^{\circ}42'45''$  and along the east right-of-way line of said Webb Road, (said east right-of-way line being parallel with the west line of said Southwest Quarter), 52.00 feet to a deflection corner in the east line of a permanent easement for road right-of-way as established in the Dedication recorded in Film 574 at Page 847; thence easterly with a deflection angle to the right of  $89^{\circ}48'09''$  and along a segment of the east line of said Dedication, (said segment being parallel with the south line of said Southwest Quarter), 5.00 feet to a deflection corner in said east line, said deflection corner being 45.00 feet normally distant east of the west line of said Southwest Quarter; thence northerly with a deflection angle to the left of  $89^{\circ}48'09''$  and along a segment of the east line of said Dedication, (said segment being parallel with the west line of said Southwest Quarter), 271.00 feet to a deflection corner in said east line; thence westerly with a deflection angle to the left of  $90^{\circ}11'51''$  and along a segment of the east line of said Dedication, (said segment being parallel with the south line of said Southwest Quarter), 4.00 feet to a deflection corner in said east line, said deflection corner being 41.00 feet normally distant east of the west line of said Southeast Quarter; thence northerly with a deflection angle of  $90^{\circ}11'51''$  and along a segment of the east line of said Dedication, (said segment being parallel with the west line of said Southwest Quarter), 26.00 feet to a deflection corner in said east line; thence easterly with a deflection angle to the right of  $89^{\circ}48'09''$  and along a segment of the east line of said Dedication, (said segment being parallel with the south line of said Southwest Quarter), 4.00 feet to a deflection corner in said east line, said deflection corner being 45.00 feet normally distant east of the west line of said Southwest Quarter; thence northerly with a deflection angle to the left of  $89^{\circ}48'09''$  and along a segment of the east line of said Dedication, (said segment being parallel with the west line of said Southwest Quarter), 112.00 feet to a deflection corner in said east line, said deflection corner also being a deflection corner in the east line of a Right-of-Way Agreement as recorded in Film 595 at Page 814; thence northerly along the east line of said Right-of-Way Agreement, (said east line being parallel with and 45.00 feet normally distant east of the west line of said Southwest Quarter), 446.39 feet for a point of beginning; FIRST COURSE, thence southerly with a deflection angle to the right of  $168^{\circ}41'24''$ , 101.98 feet to a point 65.00 feet normally distant east of the west line of said Southwest Quarter; SECOND COURSE, thence southerly with a deflection angle to the right of  $11^{\circ}18'36''$  and parallel with the west line of said Southwest Quarter, 370.00 feet; THIRD COURSE, thence southerly with a deflection angle to the left of  $04^{\circ}39'12''$ , 431.42 feet to a point 100.00 feet normally distant east of the west line of said Southwest Quarter; FOURTH COURSE, thence easterly with a deflection angle to the left of  $85^{\circ}20'48''$  and perpendicular to the west line of said Southwest Quarter, 130.00 feet to a point 230.00 feet normally distant east of the west line of said Southwest Quarter; FIFTH COURSE, thence southerly with a deflection angle to the right of  $90^{\circ}00'00''$  and parallel with the west line of said Southwest Quarter, 136.35 feet to a point 100.00 feet normally distant north of the south line of said Southwest Quarter; SIXTH COURSE, thence easterly with a deflection angle to the left of  $87^{\circ}01'04''$ , 180.29 feet to a point 90.00 feet normally distant north of the south line of said Southwest Quarter; SEVENTH COURSE, thence easterly with a deflection angle to the right of  $08^{\circ}16'19''$ , 100.74 feet to a point 70.00 feet normally distant north of the south line of said Southwest Quarter; EIGHTH COURSE, thence easterly with a deflection angle to the left of  $07^{\circ}48'46''$ , 99.27 feet to a point 63.70 feet normally distant north of the south line of said Southwest Quarter; NINTH COURSE, thence easterly with a



deflection angle to the left of  $03^{\circ}38'19''$ , 715.62 feet to a point on the east line of the West Half of said Southwest Quarter, said point being 63.70 feet north of the southeast corner of the West Half of said Southwest Quarter, and for a point of termination, EXCEPT one access opening over that part of the above described line described as follows: Commencing at the beginning of the above described SECOND COURSE; thence southerly along said SECOND COURSE, 20.00 feet for a point of beginning; thence continuing southerly along said SECOND COURSE, 80.00 feet to a point of termination. The intent of the above description is to grant one new access opening to Webb Road and to close all other existing access openings, if any, that have been previously granted to said Webb Road and said U.S. Highway 54 (Tract 18) and Complete Access Control over a line in Lot 2, Cross Town East, Wichita, Kansas, said line being described as follows: Commencing at the northeast corner of Lot 1 in said Cross Town East; thence easterly along the north line of said Lot 2, 280.15 feet (calculated per platted information), 280.18 feet (calculated per described information), to a point 190.00 feet west of the northeast corner of said Lot 2; thence southerly parallel with the east line of said Lot 2 to a point 155.00 feet south of the north line of said Lot 2 as measured parallel with the east line of said Lot 1, and for a point of beginning; thence westerly parallel with the north line of said Lot 2, 280.45 feet to the southeast corner of said Lot 1; thence continuing westerly along the south line of said Lot 1, 45.00 feet to a point 165.00 feet east of the southwest corner of said Lot 1; thence southerly parallel with the west line of the Northwest Quarter of Section 28, township 27 South, Range 2 East of the Sixth Principal Meridian, Sedgwick County, Kansas, 110.00 feet; thence westerly parallel with the south line of said Lot 1, 130.00 feet to a point 110.00 feet normally distant east of the west line of said Northwest Quarter; thence southerly parallel with the west line of said Northwest Quarter, 367.55 feet to a point on the south line of said Lot 2, said point being 42.64 feet east of the southwest corner of said Lot 2, and for a point of termination (Tract 19) and

Access control to or from Webb Road and to or from U.S. Highway 54 over and across that part of the Southwest Quarter of Section 21, Township 27 South, Range 2 East of the 6<sup>th</sup> Principal Meridian, Sedgwick County, Kansas lying generally east of and north of and abutting the following described line: Commencing at the southwest corner of said Southwest Quarter; thence northerly along the west line of said Southwest Quarter, 60.60 feet to the north right-of-way line of U.S. Highway 54 as condemned in District Court Case No. A-17549; thence easterly with a deflection angle to the right of  $90^{\circ}00'17''$ , 95.00 feet to the intersection with the east line of a permanent easement for road right-of-way as established in the Dedication recorded in Film 574 at Page 847; thence northwesterly with a deflection angle to the left of  $134^{\circ}43'14''$  and along a segment of the east line of said Dedication, 35.53 feet to a deflection corner in said east line, said deflection corner being 70.00 feet normally distant east of the west line of said Southwest Quarter; thence northerly with a deflection angle to the right of  $44^{\circ}42'57''$  and along a segment of the east line of said Dedication (said segment being parallel with the west line of said Southwest Quarter), 110.00 feet to a deflection corner in said east line; thence westerly with a deflection angle to the left of  $90^{\circ}11'51''$  and along a segment of the east line of said Dedication, (said segment being parallel with the south line of said Southwest Quarter), 26.00 feet to a deflection corner in said east line, said deflection corner being 44.00 feet normally distant east of the west line of said Southwest Quarter; thence northerly with a deflection angle to the right  $83^{\circ}29'06''$  and along a segment of the east line of said Dedication, 34.22 feet to a deflection corner in said east line, said deflection corner being 40.00 feet normally distant east of the west line of said Southwest Quarter and on the east right-of-way line of Webb Road; thence

northerly with a deflection angle to the right of  $06^{\circ}42'45''$  and along the east right-of-way line of said Webb Road, (said east right-of-way line being parallel with the west line of said Southwest Quarter), 52.00 feet to a deflection corner in the east line of a permanent easement for road right-of-way as established in the Dedication recorded in Film 574 at Page 847; thence easterly with a deflection angle to the right of  $89^{\circ}48'09''$  and along a segment of the east line of said Dedication, (said segment being parallel with the south line of said Southwest Quarter), 5.00 feet to a deflection corner in said east line, said deflection corner being 45.00 feet normally distant east of the west line of said Southwest Quarter; thence northerly with a deflection angle to the left of  $89^{\circ}48'09''$  and along a segment of the east line of said Dedication, (said segment being parallel with the west line of said Southwest Quarter), 271.00 feet to a deflection corner in said east line; thence westerly with a deflection angle to the left of  $90^{\circ}11'51''$  and along a segment of the east line of said Dedication, (said segment being parallel with the south line of said Southwest Quarter), 4.00 feet to a deflection corner in said east line, said deflection corner being 41.00 feet normally distant east of the west line of said Southeast Quarter; thence northerly with a deflection angle of  $90^{\circ}11'51''$  and along a segment of the east line of said Dedication, (said segment being parallel with the west line of said Southwest Quarter), 26.00 feet to a deflection corner in said east line; thence easterly with a deflection angle to the right of  $89^{\circ}48'09''$  and along a segment of the east line of said Dedication, (said segment being parallel with the south line of said Southwest Quarter), 4.00 feet to a deflection corner in said east line, said deflection corner being 45.00 feet normally distant east of the west line of said Southwest Quarter; thence northerly with a deflection angle to the left of  $89^{\circ}48'09''$  and along a segment of the east line of said Dedication, (said segment being parallel with the west line of said Southwest Quarter), 112.00 feet to a deflection corner in said east line, said deflection corner also being a deflection corner in the east line of a Right-of-Way Agreement as recorded in Film 595 at Page 814; thence northerly along the east line of said Right-of-Way Agreement, (said east line being parallel with and 45.00 feet normally distant east of the west line of said Southwest Quarter), 446.39 feet for a point of beginning; FIRST COURSE, thence southerly with a deflection angle to the right of  $168^{\circ}41'24''$ , 101.98 feet to a point 65.00 feet normally distant east of the west line of said Southwest Quarter; SECOND COURSE, thence southerly with a deflection angle to the right of  $11^{\circ}18'36''$  and parallel with the west line of said Southwest Quarter, 370.00 feet; THIRD COURSE, thence southerly with a deflection angle to the left of  $04^{\circ}39'12''$ , 431.42 feet to a point 100.00 feet normally distant east of the west line of said Southwest Quarter; FORTH COURSE, thence easterly with a deflection angle to the left of  $85^{\circ}20'48''$  and perpendicular to the west line of said Southwest Quarter, 130.00 feet to a point 230.00 feet normally distant east of the west line of said Southwest Quarter; FIFTH COURSE, thence southerly with a deflection angle to the right of  $90^{\circ}00'00''$  and parallel with the west line of said Southwest Quarter, 136.35 feet to a point 100.00 feet normally distant north of the south line of said Southwest Quarter; SIXTH COURSE, thence easterly with a deflection angle to the left of  $87^{\circ}01'04''$ , 180.29 feet to a point 90.00 feet normally distant north of the south line of said Southwest Quarter; SEVENTH COURSE, thence easterly with a deflection angle to the right of  $08^{\circ}16'19''$ , 100.74 feet to a point 70.00 feet normally distant north of the south line of said Southwest Quarter; EIGHTH COURSE, thence easterly with a deflection angle to the left of  $07^{\circ}48'46''$ , 99.27 feet to a point 63.70 feet normally distant north of the south line of said Southwest Quarter; NINTH COURSE, thence easterly with a deflection angle to the left of  $03^{\circ}38'19''$ , 715.62 feet to a point on the east line of the West Half of said Southwest Quarter, said point being 63.70 feet north of the southeast corner of the West Half of said Southwest Quarter, and for a point of termination,

EXCEPT one access opening over that part of the above described line as follows: Commencing at the beginning of the above described SECOND COURSE; thence southerly and along SECOND COURSE, 20.00 feet for a point of beginning; thence continuing southerly along said SECOND COURSE, 80.00 feet to a point of termination. The intent of the above description is to grant one new access opening to Webb Road and to close all other existing access opening, if any, that have been previously granted to said Webb Road and said U.S. Highway 54 (Tract 20) and

Complete Access Control over a line in Lot 1, Rosson Addition, Wichita, Sedgwick County, Kansas, said line being described as lying 40.00 feet easterly of, parallel with, and measured perpendicular to the west line of said Lot 1 (Tract 21) and

Access control to or from U.S. Highway 54 over and across that part of the Southwest Quarter of the Southeast Quarter of Section 21, Township 27 South, Range 2 East of the Sixth Principal Meridian, Sedgwick County, Kansas lying north of and abutting the following described line: Beginning at the intersection of the west line of said Southeast Quarter with the north right-of-way line of U.S. Highway 54 as condemned in District Court Case No. A-17549, said intersection being 63.70 feet north of the southwest corner of said Southeast Quarter; FIRST COURSE, thence easterly along the north right-of-way line of said U.S. Highway 54, 247.50 feet to a deflection corner in said north right-of-way line, said deflection corner also being 64.00 feet north of the south line of the Southwest Quarter of said Southeast Quarter; SECOND COURSE, thence easterly with a deflection angle to the right of 00°00'53" and along the north right-of-way line of said U.S. Highway 54, 92.06 feet; thence easterly with a deflection angle to the left of 06°10'21", 100.59 feet; THIRD COURSE, thence easterly with a deflection angle to the right of 06°13'39", 310.00 feet; FOURTH COURSE, thence easterly with a deflection angle to the right of 05°57'03", 100.54 feet to a point on the north right-of-way line of said U.S. Highway 54; FIFTH COURSE, thence easterly with a deflection angle to the left of 06°00'21" and along the north right-of-way line of said U.S. Highway 54, 475.50 feet to a point on the east line of the Southwest Quarter of said Southeast Quarter, said point being 65.03 feet north of the southeast corner of the Southwest Quarter of said Southeast Quarter, (64.63 feet per the plat of Chelsea Brook Addition, Wichita, Sedgwick County, Kansas), and for a point of termination, EXCEPT one access opening over that part of the above described line described as follows: Beginning at the beginning of the above described THIRD COURSE; thence easterly along said THIRD COURSE, 80.00 feet to a point of termination. The intent of the above description is to grant one new access opening and to close the access openings previously granted as Tract Numbers 7 and 9 in District Court Case No. A-54089 (Tract 22) and

Complete Access Control over a line in Lot 2, Rosson Addition, Wichita, Sedgwick County, Kansas, said line being described as follows: Commencing at the west corner common to said Lot 2 and Lot 1 in said Rosson Addition; thence east along the south line of said Lot 1, 40.14 feet to a point 40.00 feet normally distant east of the west line of said Lot 2, and for a point of beginning; thence southerly parallel with the west line of said Lot 2, 261.72 feet to a point on the south line of said Lot 2, said point being 40.13 feet east of the southwest corner of said Lot 2, and for a point of termination (Tract 25) and

Complete Access Control over the following described line in Lot 1, Paul Burnett 2<sup>nd</sup> Addition, Wichita, Sedgwick County, said line being described as follows:

Commencing at the northwest corner of said Lot 1; thence easterly along the north line of said Lot 1, 70.30 feet (platted), 69.06 feet (calculated per described information), to a deflection corner in said north line; thence northeasterly along the north line of said Lot 1, 31.89 feet (platted), 31.67 feet (calculated per described information), to the northeast corner of said Lot 1; thence southerly along the east line of said Lot 1, 36.87 feet for a point of beginning; thence southwesterly, 40.40 feet to a point 25.00 feet normally distant south of the westerly segment of the north line of said Lot 1; thence westerly parallel with the westerly segment of the north line of said Lot 1, 52.39 feet to a point on the west line of said Lot 1, said point being 25.00 feet south of the northwest corner of said Lot 1, and for a point of termination (Tract 27) and

Complete Access Control over a line in Reserve "A", Golden Corral Addition, Wichita, Sedgwick County, Kansas, said line being described as follows: Commencing at the southeast corner of said Reserve "A"; thence westerly along the south line of said Reserve "A", 277.96 feet for a point of beginning; thence northeasterly with a deflection angle to the right of  $168^{\circ}06'11''$ , 151.90 feet to a point 120.00 feet normally distant north of the south line of the Southeast Quarter of Section 21, Township 27 South, Range 2 East of the Sixth Principal Meridian, Sedgwick County, Kansas; thence easterly with a deflection angle to the right of  $11^{\circ}56'38''$  and parallel with the south line of said Southeast Quarter, 129.43 feet to a point on the east line of said Reserve "A", said point being 31.21 feet north of the southeast corner of said Reserve "A", and for a point of termination (Tract 28) and

Complete Access Control over a line in Lot 1, Paul Burnett Addition, Wichita, Kansas, said line being described as follows: Commencing at the northwest corner of said Lot 1; thence northeasterly along the north line of said Lot 1, 31.28 feet (platted), 31.47 feet (calculated), to the point of curvature of a tangent curve to the right in said north line; thence northeasterly and easterly along said curve, having a central angle of  $45^{\circ}00'00''$  and a radius of 120.71 feet, an arc distance of 94.81 feet to the point of tangency of said curve; thence easterly along the north line of said Lot 1, 299.80 feet to the northeast corner of said Lot 1; thence southerly along the east line of said Lot 1, 78.00 feet for a point of beginning; thence westerly with a deflection angle to the right of  $89^{\circ}45'49''$  and parallel with the easterly segment of the north line of said Lot 1, 346.21 feet; thence southwesterly with a deflection angle to the left of  $15^{\circ}06'28''$ , 63.20 feet to a point on the west line of said Lot 1, said point being 36.87 feet south of the northwest corner of said Lot 1, and for a point of termination (Tract 29) and

Complete Access Control over a line in Lot 1, E. M. Steven's 4th Addition, Wichita, Sedgwick County, Kansas, said line being described as follows: Beginning at a point on the west line of said Lot 1, said point being 78.00 feet normally distant south of the north line of said Lot 1; thence easterly parallel with the north line of said Lot 1, 124.14 feet for a point of termination (Tract 33) and

Complete Access Control over a line in Lot 1, Block A, Pizza Hut Second Addition to Wichita, Sedgwick County, Kansas, said line being described as follows: Commencing at the northeast corner of said Lot 1, said northeast corner also being the northeast corner of that part of said Lot 1 dedicated for public street right-of-way purposes in the Dedication recorded on Film 1809 at Page 1279; thence on a Kansas South Zone Grid Bearing of  $S00^{\circ}50'47''E$  along the east line of said Lot 1, and along the east line of said Dedication, 128.00 feet to the southeast corner of said Dedication; thence  $S88^{\circ}58'10''W$  (described),  $S88^{\circ}59'18''W$  (calculated), along the south line of said Dedication, 169.84

feet for a point of beginning; thence S86°53'22"W, 420.29 feet; thence S89°00'41"W, 208.99 feet to a point 30.00 feet normally distant east of the west line of said Lot 1; thence S39°43'23"W, 46.17 feet to a point on the west line of said Lot 1, said point being 50.30 feet south of the southwest corner of said Dedication, and for a point of termination (Tract 41) and

Complete Access Control over a line in Lot 1, Block 3, K. T. Wiedemann Business Park, Wichita, Sedgwick County, Kansas described as follows: Commencing at the northwest corner of said Lot 1; thence easterly along the north line of said Lot 1, 179.79 feet to the most northerly northeast corner of said Lot 1, said most northerly northeast corner also being the northwest corner of the Drainage Dedication as dedicated in said K. T. Wiedemann Business Park; thence southerly, southeasterly, and easterly along a segment of the east line of said Lot 1, said segment being a non-tangent curve to the left, having a central angle of 90°00'00" and a radius of 65.00 feet, an arc distance of 102.10 feet to the point of tangency of said curve; thence easterly along a segment of the east line of said Lot 1, (said segment being parallel with the north line of said Drainage Dedication), 70.45 feet (platted), 65.61 feet (per document entitled Certificate of Correction to Distance & Bearings Along the East Line of K.T. Wiedemann Business Park, Wichita, Sedgwick County, Kansas as recorded in Film 1738, Page 1328), 65.00 feet (calculated per measured information), to the point of curvature of a segment of the east line of said Lot 1; thence easterly, southeasterly, and southerly along said segment, being a tangent curve to the right, having a central angle of 89°30'35" (platted), 90°10'39" (per said Certificate of Correction, (Film 1738, Page 1328)), 90°08'39" (calculated per measured information), and a radius of 25.00 feet, an arc distance of 39.06 feet (platted), 39.35 feet (per said Certificate of Correction, (Film 1738, Page 1328)), 39.33 feet (calculated per measured information), to the point of tangency of said curve; thence southerly along a segment of the east line of said Lot 1, (said segment being parallel with the east line of said Drainage Dedication), 104.12 feet (calculated per platted information), 101.72 feet (calculated per measured information) for a point of beginning; thence northwesterly with a deflection angle to the right of 108°19'20" (calculated per platted information), 107°41'17" (calculated per measured information), 358.54 feet (calculated per platted information), 351.62 feet (calculated per measured information), to a point on the west line of said Lot 1, said point being 84.10 feet south of the northwest corner of said Lot 1, and for a point of termination (Tract 45) and

Complete Access Control over the following described line in part of Lot 2, East Kellogg Acres, Wichita, Sedgwick County, Kansas, said line being described as follows: Commencing at the northwest corner of said Lot 2; thence southerly along the west line of said Lot 2, 20.00 feet to the intersection with the south line of that part of said Lot 2 taken for street; thence easterly parallel with the north line of said Lot 2 and along the south line of that part of said Lot 2 taken for street, 291.50 feet, more or less, (platted), 291.24 feet (calculated per measured information), to the intersection with the east line of said Lot 2; thence southerly along the east line of said Lot 2, 85.37 feet for a point of beginning; thence westerly with a deflection angle to the right of 87°53'54", 291.44 feet, more or less, to a point on the west line of said Lot 2, said point being 115.17 feet south of the point of commencing, and for a point of termination (Tract 57).

Temporary construction easements for driveway, drainage and road construction in and to the following-described tracts, to-wit:

That part of the vacated street right-of-way, (Vacation Order, Case No. VAC2006-00031, recorded in DOC.#/FLM-PG:28834270), lying north of Lot 1, Lankin Addition in Wichita, Sedgwick County, Kansas, described as follows: Beginning at the northwest corner of said Lot 1, said northwest corner also being the southwest corner of said vacated street right-of-way; thence northerly along the extension of the west line of said Lot 1 and along the west line of said vacated street right-of-way, 25.00 feet (described), 27.36 feet (calculated per measured information), to the northwest corner of said vacated street right-of-way; thence easterly along the north line of said vacated street right-of-way, 386.10 feet to a deflection corner in said north line; thence southeasterly with a deflection angle to the right of  $50^{\circ}00'00''$  (calculated per description),  $48^{\circ}08'47''$  (calculated per measured information), along the northeast line of said vacated street right-of-way, 25.30 feet (described), 27.07 feet (calculated per measured information), to the intersection with the northerly extension of the east line of said Lot 1; thence southerly along said extended east line, 29.50 feet to the intersection with the easterly extension of a line tangent to the point of compound curvature in the north line of said Lot 1, said extended tangent line also being the south line of said vacated street right-of-way; thence westerly along said extended tangent line and along the south line of said vacated street right-of-way, 29.98 feet (described and platted), 30.25 feet (calculated per measured information), to the point of compound curvature in the north line of said Lot 1; thence westerly along the north line of said Lot 1 and along the south line of said vacated street right-of-way to the point of beginning, EXCEPT that part of said vacated street right-of-way described as follows: Commencing at the northwest corner of said Lot 1, said northwest corner also being the southwest corner of said vacated street right-of-way; thence northerly along the extension of the west line of said Lot 1 and along the west line of said vacated street right-of-way, 25.00 feet (described), 27.36 feet (calculated per measured information), to the northwest corner of said vacated street right-of-way; thence easterly along the north line of said vacated street right-of-way, 35.61 feet for a point of beginning; thence continuing easterly along the north line of said vacated street right-of-way, 350.49 feet to a deflection corner in said north line; thence southeasterly with a deflection angle to the right of  $50^{\circ}00'00''$  (calculated per description),  $48^{\circ}08'47''$  (calculated per measured information), along the northeast line of said vacated street right-of-way, 25.30 feet (described), 27.07 feet (calculated per measured information), to the intersection with the northerly extension of the east line of said Lot 1; thence southerly along said extended east line, 29.50 feet to the intersection with the easterly extension of a line tangent to the point of compound curvature in the north line of said Lot 1, said extended tangent line also being the south line of said vacated street right-of-way; thence westerly along said extended tangent line and along the south line of said vacated street right-of-way, 29.98 feet (described and platted), 30.25 feet (calculated per measured information), to the point of compound curvature in the north line of said Lot 1; thence northwesterly with a deflection angle to the right of  $29^{\circ}07'51''$ , 14.97 feet; thence westerly with a deflection angle to the left of  $27^{\circ}59'32''$ , 136.15 feet; thence westerly with a deflection angle to the left of  $05^{\circ}10'23''$ , 192.95 feet to the point of beginning (Tract 1) and

That part of Lot 1, East Turnpike Entrance Addition, Wichita, Kansas, described as follows: Commencing at the northwest corner of said Lot 1; thence southerly along the west line of said Lot 1, 89.44 feet for a point of beginning; thence easterly with a deflection angle to the left of  $89^{\circ}45'56''$ , 30.00 feet; thence southerly with a deflection angle to the right of  $89^{\circ}45'56''$  and parallel with the west line of said Lot 1, 60.00 feet; thence westerly with a deflection angle to the right of  $90^{\circ}14'04''$ ,

30.00 feet to a point on the west line of said Lot 1; thence northerly along the west line of said Lot 1, 60.00 feet to the point of beginning (Tract 3) and

Commencing at the southeast corner of Lot 1, R.V.C. Addition, Wichita, Sedgwick County, Kansas; thence westerly along the south line of said Lot 1, 15.28 feet for a point of beginning; thence continuing westerly along the south line of said Lot 1, 10.00 feet to a point 33.00 feet normally distant west of the most northerly segment of the east line of said Lot 1; thence northerly parallel with the most northerly segment of the east line of said Lot 1, 286.62 feet; thence northwesterly with a deflection angle to the left of  $70^{\circ}58'28''$ , 92.03 feet to a point 120.00 feet normally distant west of the most northerly segment of the east line of said Lot 1; thence northerly parallel with the most northerly segment of the east line of said Lot 1, 47.26 feet to a point on the north line of said Lot 1; thence easterly along the north line of said Lot 1, 97.00 feet to a point 23.00 feet west of the northeast corner of said Lot 1; thence southerly parallel with the most northerly segment of the east line of said Lot 1, 363.92 feet to the point of beginning (Tract 12) and

That part of Lot 2, Cross Town East, Wichita, Kansas described as commencing at the northeast corner thereof; thence south along the east line of said Lot 2, 155.00 feet for a point of beginning; thence continuing south along the east line of said Lot 2, 58.50 feet; thence west parallel with the north line of said Lot 2, 15.00 feet; thence north parallel with the east line of said Lot 2, 38.50 feet; thence west parallel with the north line of said Lot 2, 175.00 feet to a point 190.00 feet west of the east line of said Lot 2 as measured parallel with the north line of said Lot 2; thence north parallel with the east line of said Lot 2, 20.00 feet to a point 155.00 feet south of the north line of said Lot 2 as measured parallel with the east line of said Lot 2; thence east parallel with the north line of said Lot 2, 190.00 feet to the point of beginning (Tract 17) and

That part of the West Half of the Southwest Quarter of Section 21, Township 27 South, Range 2 East of the Sixth Principal Meridian, Sedgwick County, Kansas described as follows: Commencing at the southwest corner of said Southwest Quarter; thence northerly along the west line of said Southwest Quarter, 237.15 feet; thence easterly perpendicular to the west line of said Southwest Quarter, 100.00 feet for a point of beginning; thence northerly with a deflection angle to the left of  $94^{\circ}39'12''$ , 431.42 feet to a point 65.00 feet normally distant east of the west line of said Southwest Quarter; thence northerly with a deflection angle to the right of  $04^{\circ}39'12''$  and parallel with the west line of said Southwest Quarter, 370.00 feet; thence northerly with a deflection angle to the left of  $11^{\circ}18'36''$ , 101.98 feet to a point 45.00 feet normally distant east of the west line of said Southwest Quarter, said point also being on the east line of a permanent easement for road right-of-way as established in the Dedication recorded in Film 574 at Page 847; thence easterly perpendicular to the west line of said Southwest Quarter, 150.00 feet; thence southerly parallel with the west line of said Southwest Quarter, 900.00 feet; thence westerly perpendicular to the west line of said Southwest Quarter, 95.00 feet to the point of beginning, TOGETHER with that part of the West Half of said Southwest Quarter described as follows: Commencing at the southwest corner of said Southwest Quarter; thence easterly along the south line of said Southwest Quarter, 230.00 feet; thence northerly parallel with the west line of said Southwest Quarter, 100.00 feet for a point of beginning; thence continuing northerly parallel with the west line of said Southwest Quarter, 10.00 feet; thence easterly parallel with the south line of said Southwest Quarter, 180.40 feet; thence easterly with a deflection angle to the right of  $07^{\circ}12'41''$ , 199.16 feet to a point 85.00 feet normally distant north

of the south line of said Southwest Quarter; thence easterly with a deflection angle to the left of  $07^{\circ}12'41''$ , and parallel with the south line of said Southwest Quarter, 715.48 feet to a point on the east line of the West Half of said Southwest Quarter; thence southerly along the east line of the West Half of said Southwest Quarter, 21.30 feet to a point 63.70 feet north of the southeast corner of the West Half of said Southwest Quarter; thence westerly parallel with the south line of said Southwest Quarter, 715.62 feet; thence westerly with a deflection angle to the right of  $03^{\circ}38'19''$ , 99.27 feet to a point 70.00 feet normally distant north of the south line of said Southwest Quarter; thence westerly with a deflection angle to the right of  $07^{\circ}48'46''$ , 100.74 feet to a point 90.00 feet normally distant north of the south line of said Southwest Quarter; thence westerly with a deflection angle to the left of  $08^{\circ}16'19''$ , 180.29 feet to the point of beginning (Tract 18) and

That part of Lot 2, Cross Town East, Wichita, Kansas described as follows: Commencing at the southwest corner of Lot 1 in said Cross Town East; thence easterly along the south line of said Lot 1, 165.00 feet for a point of beginning; thence continuing easterly along the south line of said Lot 1, and as extended easterly, 325.45 feet to a point 190.00 feet west of the east line of said Lot 2 as measured parallel with the north line of said Lot 1; thence southerly parallel with the east line of said Lot 2, 20.00 feet; thence westerly parallel with the extended south line of said Lot 1, 325.49 feet to a point 240.00 feet east of the west line of the Northwest Quarter of Section 28, Township 27 South, Range 2 East of the Sixth Principal Meridian, Sedgwick County, Kansas as measured parallel with the south line of said Lot 1; thence northerly parallel with the west line of said Northwest Quarter, 20.00 feet to the point of beginning, together with that part of said Lot 2 described as follows: Commencing at the southwest corner of said Lot 2; thence easterly along the south line of said Lot 2, 42.63 feet (calculated per platted information), 42.64 feet (calculated per described information), to a point 110.00 feet east of the west line of said Northwest Quarter as measured along the south line of said Lot 2, and for a point of beginning; thence northerly parallel with the west line of said Northwest Quarter, 367.55 feet to a point 110.00 feet south of the south line of said Lot 1 as measured parallel with the west line of said Northwest Quarter; thence easterly parallel with the south line of said Lot 1, 35.00 feet; thence southerly parallel with the west line of said Northwest Quarter, 357.41 feet to a point 10.00 feet normally distant north of the south line of said Lot 2; thence easterly parallel with the south line of said Lot 2, 150.00 feet to a point 295.00 feet east of the west line of said Northwest Quarter as measured parallel with the south line of said Lot 2; thence southerly parallel with the west line of said Northwest Quarter, 10.00 feet to a point on the south line of said Lot 2; thence westerly along the south line of said Lot 2, 185.00 feet to the point of beginning, and together with that part of said Lot 2 described as follows: Commencing at the northeast corner of said Lot 2; thence southerly along the east line of said Lot 2, 213.50 feet for a point of beginning; thence continuing southerly along the east line of said Lot 2, 161.48 feet; thence westerly perpendicular to the east line of said Lot 2, 15.00 feet; thence northerly parallel with the east line of said Lot 2, 161.50 feet to a point 213.50 feet normally distant south of the north line of said Lot 2; thence easterly parallel with the north line of said Lot 2, 15.00 feet to the point of beginning (Tract 19) and

That part of the East Half of the Southwest Quarter of Section 21, Township 27 South, Range 2 East of the Sixth Principal Meridian, Sedgwick County, Kansas described as follows: Beginning at a point on the east line of said Southwest Quarter, said point being 63.70 feet north of the southeast corner of said Southwest Quarter; thence



westerly parallel with the south line of the East Half of said Southwest Quarter, 1323.60 feet to a point on the west line of the East Half of said Southwest Quarter, said point being 63.70 feet north of the southwest corner of the East Half of said Southwest Quarter; thence northerly along the west line of the East Half of said Southwest Quarter, 21.30 feet; thence easterly parallel with the south line of the East Half of said Southwest Quarter, 1303.00 feet to a point 20.60 feet normally distant west of the east line of said Southwest Quarter; thence northerly perpendicular to the south line of the East Half of said Southwest Quarter, 115.00 feet; thence easterly perpendicular to the last described course, 20.92 feet to a point on the east line of said Southwest Quarter; thence southerly along the east line of said Southwest Quarter, 136.30 feet to the point of beginning (Tract 20) and

That part of Lot 1, Rosson Addition, Wichita, Sedgwick County, Kansas, described as follows: Commencing at the northwest corner of said Lot 1; thence easterly along the north line of said Lot 1, 40.14 feet to a point 40.00 feet normally distant east of the west line of said Lot 1; thence continuing easterly along the north line of said Lot 1, 66.47 feet; thence southerly with a deflection angle to the right of  $90^{\circ}14'27''$ , 40.00 feet; thence westerly with a deflection angle to the right of  $89^{\circ}45'33''$ , and parallel with the north line of said Lot 1, 63.02 feet to a point 40.00 feet normally distant east of the west line of said Lot 1; thence northerly along a line 40.00 feet normally distant east of and parallel with the west line of said Lot 1, 40.13 feet to the point of beginning (Tract 21) and

That part of the Southwest Quarter of the Southeast Quarter of Section 21, Township 27 South, Range 2 East of the Sixth Principal Meridian, Sedgwick County, Kansas described as follows: Commencing at the intersection of the west line of said Southeast Quarter with the north right-of-way line of U.S. Highway 54 as condemned in District Court Case No. A-17549, said intersection being 63.70 feet north of the southwest corner of said Southeast Quarter; thence continuing northerly along the west line of said Southeast Quarter, 75.06 feet for a point of beginning; thence continuing northerly along the west line of said Southeast Quarter, 61.24 feet; thence easterly with a deflection angle to the right of  $89^{\circ}50'16''$ , 1325.07 feet to a point on the east line of the Southwest Quarter of said Southeast Quarter, said point being 200.91 feet north of the southeast corner of the Southwest Quarter of said Southeast Quarter; thence southerly along the east line of the Southwest Quarter of said Southeast Quarter, 60.88 feet to a point 140.03 feet north of the southeast corner of the Southwest Quarter of said Southeast Quarter; thence westerly with a deflection angle to the right of  $89^{\circ}49'10''$ , 1325.07 feet to the point of beginning (Tract 22) and

That part of Lot 1, Block 1, Chelsea Brooke Addition, Wichita, Sedgwick County, Kansas described as follows: Beginning at the southeast corner of said Lot 1; thence westerly along the south line of said Lot 1, 53.85 feet to the intersection with the west line of a 15.00 foot drainage easement as granted in said Chelsea Brooke Addition; thence northerly with a deflection angle to the right of  $92^{\circ}10'12''$  and along the west line of said 15.00 foot drainage easement, 60.04 feet to a point 60.00 feet normally distant north of the south line of said Lot 1; thence westerly with a deflection angle to the left of  $92^{\circ}10'12''$  and parallel with the south line of said Lot 1, 98.24 feet to a point 150.00 feet normally distant west of the east line of said Lot 1; thence northerly with a deflection angle to the right of  $90^{\circ}10'54''$  and parallel with the east line of said Lot 1, 200.00 feet; thence easterly with a deflection angle to the right of  $89^{\circ}49'06''$  and parallel with the south line of said Lot 1, 150.00 feet to a point on the east line of said

Lot 1, said point being 260.00 feet north of the southeast corner of said Lot 1; thence southerly with a deflection angle to the right of  $90^{\circ}10'54''$  and along the east line of said Lot 1, 260.00 feet to the point of beginning (Tract 24) and

That part of Lot 1, Paul Burnett 2nd Addition, Wichita, Kansas described as follows: Commencing at the northwest corner of said Lot 1; thence southerly along the west line of said Lot 1, 25.00 feet for a point of beginning; thence easterly parallel with the westerly segment of the north line of said Lot 1, 52.39 feet; thence northeasterly, 40.40 feet to a point on the east line of said Lot 1, said point being 36.87 feet south of the northeast corner of said Lot 1; thence southerly along the east line of said Lot 1, 25.75 feet; thence southwesterly with a deflection angle to the right of  $69^{\circ}48'15''$ , 81.31 feet to a point 15.00 feet east of the west line of said Lot 1; thence southerly with a deflection angle to the left of  $69^{\circ}51'12''$  and parallel with the west line of said Lot 1, 141.91 feet to a point on the south line of said Lot 1; thence westerly along the south line of said Lot 1, 15.00 feet to the southwest corner of said Lot 1; thence northerly along the west line of said Lot 1, 184.90 feet to the point of beginning (Tract 27) and

That part of Reserve "A", Golden Corral Addition, Wichita, Sedgwick County, Kansas lying north of and abutting the north line of the 40 foot drainage easement recorded in Film 636 at Page 330 and lying west of and abutting the west line of the 45 foot drainage easement recorded in Film 325 at Page 284, TOGETHER with that part of said Reserve "A" lying north of and abutting the easterly extension of the south line of Lot 1, Block A, in said Golden Corral Addition and lying east of and abutting the east line of said 45 foot drainage easement recorded in Film 325 at Page 284, and TOGETHER with that part of said Lot 1 described as follows: Beginning at the southwest corner of said Lot 1; thence northerly along the west line of said Lot 1, 127.11 feet; thence easterly with a deflection angle to the right of  $89^{\circ}46'09''$ , 10.00 feet; thence southerly with a deflection angle to the right of  $90^{\circ}13'51''$  and parallel with the west line of said Lot 1, 127.09 feet to a point on the south line of said Lot 1, 10.00 feet to the point of beginning (Tract 28) and

That part of Lot 1, Paul Burnett Addition, Wichita, Kansas described as follows: Commencing at the northwest corner of said Lot 1; thence southerly along the west line of said Lot 1, 36.87 feet for a point of beginning; thence northeasterly with a deflection angle to the left of  $105^{\circ}19'20''$ , 63.20 feet; thence easterly with a deflection angle to the right of  $15^{\circ}06'28''$ , 346.21 feet to a point on the east line of said Lot 1, said point being 78.00 feet south of the northeast corner of said Lot 1; thence southerly along the east line of said Lot 1, 20.00 feet; thence westerly with a deflection angle to the right of  $89^{\circ}45'49''$ , 346.14 feet; thence southwesterly with a deflection angle to the left of  $19^{\circ}58'53''$ , 65.01 feet to a point on the west line of said Lot 1; thence northerly along the west line of said Lot 1, 25.75 feet to the point of beginning (Tract 29) and

That part of the west 159.00 feet of Lot 1, E. M. Steven's 4th Addition, Wichita, Sedgwick County, Kansas described as follows: Beginning at a point on the west line of said Lot 1, said point being 78.00 feet normally distant south of the north line of said Lot 1; thence easterly parallel with the north line of said Lot 1, 159.00 feet; thence southerly parallel with the west line of said Lot 1, 110.00 feet; thence westerly parallel with the north line of said Lot 1, 50.00 feet; thence northerly parallel with the west line of said Lot 1, 90.00 feet; thence westerly parallel with the north line of said Lot 1, 109.00 feet to a point on the west line of said Lot 1; thence northerly along the west line of said Lot 1, 20.00 feet to the point of beginning (Tract 33) and

That part of Lot 1, Block A, Pizza Hut Second Addition to Wichita, Sedgwick County, Kansas described as follows: Commencing at the northeast corner of said Lot 1, said northeast corner also being the northeast corner of that part of said Lot 1 dedicated for public street right-of-way purposes in the Dedication recorded on Film 1809 at Page 1279; thence on a Kansas South Zone Grid Bearing of S00°50'47"E along the east line of said Lot 1, and along the east line of said Dedication, 128.00 feet to the southeast corner of said Dedication, and for a point of beginning; thence continuing on a Kansas South Zone Grid Bearing of S00°50'47"E along the east line of said Lot 1, 320.65 feet; thence S89°01'38"W, 79.00 feet; thence N00°50'47"W parallel with the east line of said Lot 1, 290.00 feet; thence S89°00'41"W, 699.83 feet; thence S44°05'29"W, 70.81 feet to a point on the west line of said Lot 1, said point being 80.30 feet south of the southwest corner of said Dedication; thence N00°49'54"W (described), N00°47'50"W (calculated), along the west line of said Lot 1, 30.00 feet to a point 50.30 feet south of the southwest corner of said Dedication; thence N39°43'23"E, 46.17 feet to a point 30.00 feet normally distant east of the west line of said Lot 1; thence N89°00'41"E, 208.99 feet; thence N86°53'22"E, 420.29 feet to a point on the south line of said Dedication; thence N88°58'10"E (described), N88°59'18"E (calculated), along the south line of said Dedication, 169.84 feet to the point of beginning (Tract 41) and

That part of Lot 1, Block A, Davis-Moore 14th Addition, Wichita, Sedgwick County, Kansas described as follows: Beginning at the northwest corner of said Lot 1; thence easterly along the north line of said Lot 1, 399.75 feet to a deflection corner in said north line; thence easterly with a deflection angle to the right of 02°32'42", 450.40 feet (platted), 450.65 feet (calculated per described information), to the most northerly northeast corner of said Lot 1; thence westerly with a deflection angle to the right of 177°26'57", 419.89 feet; thence westerly with a deflection angle to the right of 05°44'51", 100.50 feet to a point 10.00 feet normally distant south of the west segment of the north line of said Lot 1; thence westerly with a deflection angle to the left of 05°44'29" and parallel with the west segment of the north line of said Lot 1, 207.09 feet to a point 123.00 feet normally distant east of the west line of said Lot 1; thence northerly with a deflection angle to the right of 90°08'11", 6.00 feet to a point 4.00 feet normally distant south of the west segment of the north line of said Lot 1; thence westerly with a deflection angle to the left of 90°08'11", 80.00 feet to a point 43.00 feet normally distant east of the west line of said Lot 1; thence southerly with a deflection angle to the left of 89°51'49" and parallel with the west line of said Lot 1, 56.70 feet; thence westerly with a deflection angle to the right of 89°51'28", 43.00 feet to a point on the west line of said Lot 1; thence northerly with a deflection angle to the right of 90°08'32" and along the west line of said Lot 1, 60.70 feet to the point of beginning (Tract 43) and

That part of Lot 2, East Kellogg Acres, Wichita, Sedgwick County, Kansas described as follows: Commencing at the northwest corner of said Lot 2; thence southerly along the west line of said Lot 2, 20.00 feet to the intersection with the south line of that part of said Lot 2 taken for street, for a point of beginning; thence easterly parallel with the north line of said Lot 2 and along the south line of that part of said Lot 2 taken for street, 291.50 feet, more or less, (platted), 291.24 feet (calculated per measured information), to the intersection with east line of said Lot 2; thence southerly along the east line of said Lot 2, 145.37 feet; thence westerly with a deflection angle to the right of 89°51'53", 291.25 feet more or less, to a point on the west line of said Lot 2, said point being 145.17 feet south of the point of beginning; thence northerly along the west

line of said Lot 2, 145.17 feet to the point of beginning, EXCEPT that part of the above described tract of land described as follows: That part of said Lot 2 described as commencing at the northwest corner of said Lot 2; thence southerly along the west line of said Lot 2, 20.00 feet to the intersection with the south line of that part of said Lot 2 taken for street, for a point of beginning; thence easterly parallel with the north line of said Lot 2 and along the south line of that part of said Lot 2 taken for street, 291.50 feet, more or less, (platted 0, 291.24 feet (calculated per measured information), to the intersection with the east line of said Lot 2; thence southerly along the east line of said Lot 2, 85.37 feet; thence westerly with a deflection angle to the right of 87°53'54", 291.44 feet, more or less to a point on the west line of said Lot 2, said point being 95.17 feet south of the point of beginning; thence northerly along the west line of said Lot 2, 95.17 feet to the point of beginning (Tract 57).

SECTION 3. That the City Attorney is hereby authorized and directed to commence proceedings in eminent domain in the District Court of Sedgwick County, Kansas, for the appropriation of said lands and determination of the compensation to be awarded for the taking thereof.

SECTION 4. That the costs of said acquisition when ascertained shall be paid from General Obligation Bonds to be issued for the costs of such improvements; PROVIDED, however, should the City of Wichita acquire said property (and said City hereby reserves its right to abandon the condemnation as to any of all tracts) that General Funds are available for said purpose as provided by law.

SECTION 5. That the costs of said acquisition shall be charged to the City of Wichita.

SECTION 6. That this Ordinance shall take effect and be in force from and after its passage and publication once in the official City paper.

ADOPTED at Wichita, Kansas, this 4th day of, December 2012.

**CITY OF WICHITA**

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Carl Brewer, Mayor

**ATTEST:**

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Karen Sublett, City Clerk

**APPROVED AS TO FORM:**

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Gary E. Rebenstorf, Director of Law

**Second Reading Ordinances for November 20, 2012 (first read on November 6, 2012)**

**A. Joint Policy Resolution to establish a single Board of Zoning Appeals (BZA) for Wichita and Sedgwick County.**

ORDINANCE NO. 49-385

A joint city ordinance and county resolution establishing and designating a single board of zoning appeals for the city of Wichita and Sedgwick County, Kansas with the members thereof to be filled and to serve by the appointed members, as may change from time to time, of the existing metropolitan area planning commission, and to hear and decide zoning variances and appeals for each and both jurisdictions pursuant to Kansas statute and the adopted Wichita-Sedgwick County Unified Zoning Code, and to be known as the Wichita-Sedgwick County Board of Zoning Appeals; and abolishing the existing boards of zoning appeals for each individual jurisdiction by December 31, 2012.

**B. Public Hearing and Issuance of Industrial Revenue Bonds (Hijos, LLC/JR Custom Metal Products, Inc.) (District IV)**

ORDINANCE NO. 49-390

An ordinance authorizing the City of Wichita, Kansas, to issue its industrial refunding and improvement revenue bonds, Series V, 2012 (J.R. Custom Metal Products, Inc. Project), in the aggregate principal amount not to exceed \$4,400,000 for the purposes of paying the cost of constructing an expansion to and equipping an existing manufacturing facility and refunding the city's outstanding industrial revenue bonds, Series XVIII, 1998 (J.R. Custom Metal Products, Inc. Project); and authorizing the execution of certain documents in connection with the issuance of the bonds.

**C. Building Façade Improvements at 1525 East Douglas (District I)**

ORDINANCE NO. 49-389

An ordinance adjusting special assessments on certain lots, pieces and parcels of land in the City of Wichita, Kansas, all pursuant to K.S.A. 12-6a01 ET SEQ. (Building Façade Improvement 1525 E. Douglas)

**D. Amendments to Section 11.68.111 pertaining to parking permits for events at Century II Performing Arts & Convention Center**

ORDINANCE NO. 49-391

An ordinance amending section 11.68.111 of the code of the City of Wichita, Kansas, pertaining to parking permits for Century II events and repealing the original of said section.

**E. SUB2012-00021 -- Plat of Wichita Ice Center Addition located on the south side of Maple, East of Seneca. (District IV)**

ORDINANCE NO. 49-392

An ordinance changing the zoning classifications or districts of certain lands located in the City of Wichita, Kansas, under the authority granted by the Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by section 28.04.010, as amended.

City of Wichita  
City Council Meeting  
November 20, 2012

**TO:** Mayor and City Council

**SUBJECT:** ZON2012-00026 and CUP2012-00026 – City zone change request from SF-5 Single-family Residential to LI Limited Industrial (“LI”) and creation of the K-96 and Greenwich South Community Unit Plan DP-328 on property located at the southeast corner of K-96 Highway and North Greenwich Road (District II)

**INITIATED BY:** Metropolitan Area Planning Department

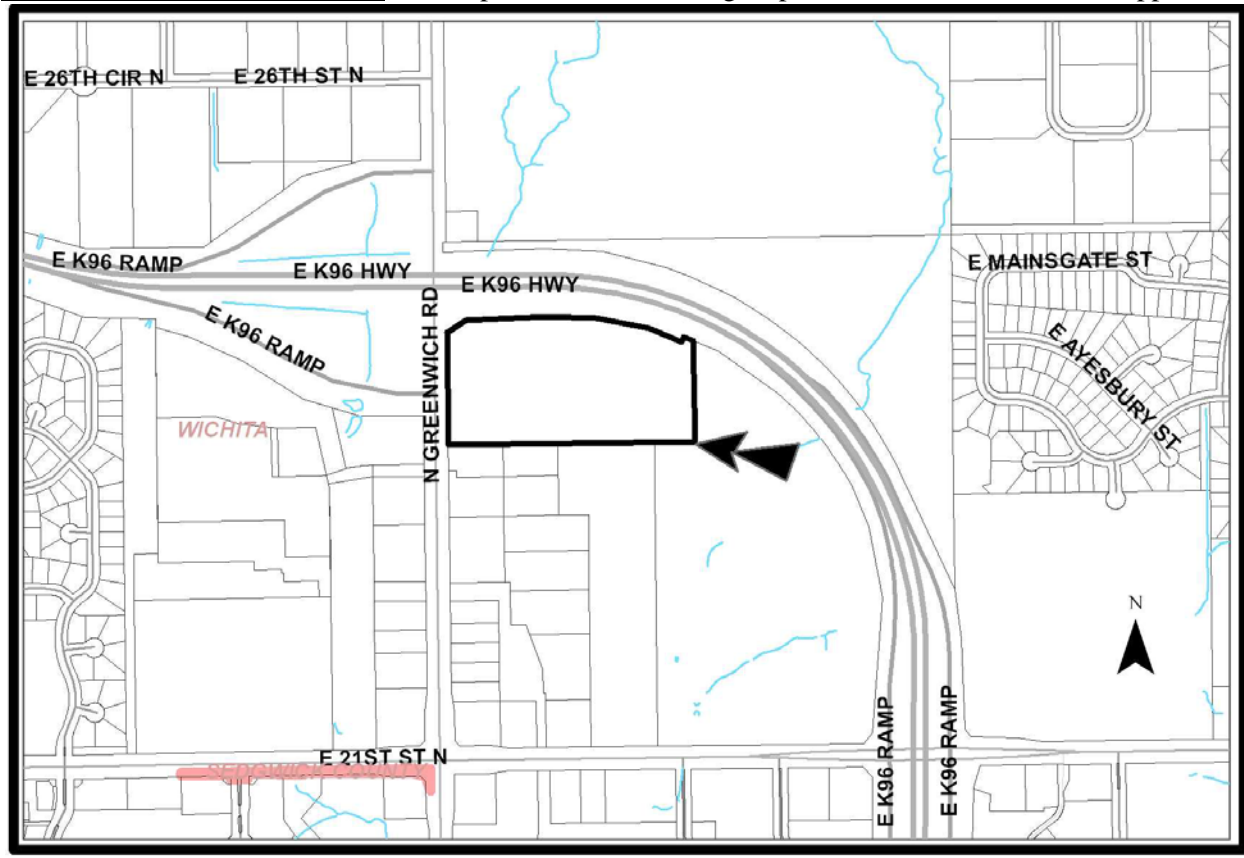
**AGENDA:** Planning (consent)

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**MAPC Recommendation:** The MAPC recommended approval, subject to replatting within one-year (10-0).

**DAB Recommendation:** District Advisory Board II recommended approval (8-0).

**MAPD Staff Recommendation:** Metropolitan Area Planning Department staff recommended approval.



**Background:** The application area is 17.762 gross platted acres (15.958 net acres), zoned SF-5 Single-family Residential (“SF-5”), located immediately south of Highway K-96, east of North Greenwich Road. The subject tract is part of the larger Reserve A, Kensington Gardens Addition (see Case History below). Reserve A of the Kensington Gardens Addition is restricted by the plat to the following uses: cemetery purposes, crematorium, mausoleum, columbarium, other uses and structures related to cemeteries and drainage. The applicant is seeking to rezone the property to LI Limited Industrial (“LI”) subject to the development standards contained in Community Unit Plan (“CUP”) DP-328.

The proposed CUP contains 6 parcels that range in size from 1.13 acres to 6.33 acres in size (General Provision 2 Parcel Descriptions). Proposed maximum building height is 60 feet; the LI district allows 80 feet with standard setbacks. Proposed uses permitted for all parcels are those uses permitted by right in the LI district except for: “correctional facilities”; “correctional placement residences, general and limited”; “pawn shop” and “sexually oriented business in the City” (General Provision 3. A and B). All buildings are to share uniform architectural character, materials, color and predominate exterior building materials (General Provision 4).

The CUP proposes various building setbacks of: zero feet along the eastern and southern lines of Parcels 3, 4, 5, 6; twenty feet along K-96 and thirty-five feet along Greenwich (General Provision 5). The CUP shows a ten-foot utility easement along the same parcel lines where a zero building setback is requested. Unified Zoning Code (UZC) Article III, Section III-C.2.b (2)(a)1 states that all main buildings or structures shall set back at least 35 feet from all street right-of-way lines or alleys. Staff recommends that the 35-foot setback along Greenwich be retained and that 35-foot building setbacks be established along K-96, and the eastern and southern parcel lines of Parcels 4, 5 and 6. Front building setbacks along 24<sup>th</sup> North Circle are shown as 20 feet, which is the LI district minimum. The Fire Department needs a minimum of 26 feet in order to extend stabilizers on their aerial platform trucks. Zero building setback lines also raise the question of how the façade of a building built without a setback is to be maintained without first obtaining some type of easement or permission from the adjoining property owner.

Landscaping and is to be per code (General Provision 6). The CUP states that parking is to be in accordance with code minimums (General Provision 7). Screening is to be per code (General Provision 8D, except that the applicant is asking to waive the code required (Article III, Section III-C.2.b(2)(d)1)) masonry wall that should be located along parcel lines abutting residential zoning; the eastern and southern side of Parcel 3 and the southern side of Parcel 4 (General Provision 8.C). The property located next to the parcel lines where it is requested to waive the screening wall is owned by Kensington Gardens, LLC, which is the applicant for the proposed CUP. Kensington Gardens is a cemetery. The applicant has also indicated they will screen rooftop equipment from view from K-96. Lighting is to be per code and is to share similar fixtures, poles, lamps and be shielded to prevent light trespass (General Provisions 9).

Signage is proposed to be divided between three sign types: small tenant monument, medium pylon identification / tenant and large pylon identification / tenant signs. Small tenant sign are to be limited to 24 feet in maximum height; 150 square feet each with 150 feet spacing between other small tenant signs and 50 feet between small tenant and medium or large development signs. Small tenant signs are to be allowed in all parcels and at a rate of .8 square feet times the linear frontage along Greenwich Road and K-96 Highway and .5 square feet times the linear frontage along 24<sup>th</sup> North Circle. Other signage standards include a prohibition against off-site billboards, flashing, moving or portable signage. (General Provision 10).

General Provisions 11 through 17 are standard comments regarding pedestrian circulation, reserves, title and sale of parcels, occupancy permits, grading and drainage, development is to follow the requirements of the approved CUP, and modifications may be made via adjustments or amendments.

Properties surrounding the application area are zoned SF-5, LC Limited Commercial (“LC”) and LI. Surrounding property is used for a cemetery, vehicle repair, hotel or is vacant. West of Greenwich, south of the K-96 Highway interchange there is approximately 38 acres of LI zoning; south of the LI zoning are



approximately 17 acres of LC zoning. Both of the LI and LC zoning is subject to Regency Lakes Commercial CUP DP-234 that permits all uses in the LI district except: adult entertainment, recreational vehicle campground, freight terminal, vehicle storage yard, gas and fuel storage and sales, storage of class-C fireworks, poultry or rabbit dressing, tire re-treading or recapping, grain storage, and concrete or asphalt plant. On the east side of Greenwich, south of the application area there are there approximately 31 acres of LC zoning. North of K-96 most of two quarter-sections have been zoned LI, subject to Protective Overlay 13 or are approved for LI, subject to platting and Protective Overlay 74.

A comparison of the uses permitted in the LI district versus the LC district indicates the following uses are permitted by right in the LI district but not in the LC district: auditorium or stadium, correctional facility (eliminated by the proposed CUP), recycling processing center, microbrewery, printing and publishing general, recreation and entertainment outdoor, rodeo in the city, sexually oriented business in the city (eliminated by the proposed CUP), tattooing and body piercing facility in the city, vehicle and equipment sales outdoor, vehicle repair general, self service storage warehouse, construction burn site limited, freight terminal, gas and fuel storage and sales, manufacturing limited and general, research services, outdoor storage as a principal use, vehicle storage yard, welding or machine shop, wholesale or business services, agricultural processing and grain storage.

**Analysis:** At the Metropolitan Area Planning Commission (MAPC) meeting held on October 18, 2012, the MAPC voted (10-0) to recommend approval of the zone change and the CUP, subject to replatting within one year, and subject to the development standards contained in the MAPC reviewed CUP including the following revisions:

- A. The site shall be developed and maintained in conformance with the standards contained within the CUP except that there shall be a twenty-foot building setback along K-96 (as initially requested); a zero-foot building setback along the east property line (as initially requested) and a twenty-foot building setback along the southern line of Parcels 3 and 4. The requirement for a screening wall is waived.
- B. Dedication of additional right-of-way as determined at the time of platting.
- C. The applicant shall submit four-copies of the approved CUP to the Metropolitan Area Planning Department within 60 days after approval of this case by the Governing Body, or the request shall be considered denied or closed.

There was not anyone from the public other than the agent for the applicant to speak on the application.

On November 5, 2012, the District Advisory Board (DAB) II heard the request and voted (8-0) to approve the request.

Staff has not received any protest petitions.

**Financial Considerations:** Approval of this request will not create any financial obligations for the City.

**Legal Considerations:** The Law Department has reviewed and approved the ordinance.

**Recommendation/Actions:** Adopt the findings of the MAPC, approve the zone change and the Community Unit Plan subject to replatting within one year of approval of the governing body and instruct the Planning Department to forward the ordinance for first reading when the platting is completed (simple majority required).

**Attachments:** Ordinance, CUP drawing and MAPC minutes.

(150004) Published in the Wichita Eagle on December 7, 2012

ORDINANCE NO. 49-400

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

BE IT ORDAINED BY THE GOVERNING BODY  
OF THE CITY OF WICHITA, KANSAS.

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON2012-00026

A zone change from SF-5 Single-family Residential ("SF-5") to LI Limited Industrial ("LI"), on property described as:

A tract of land lying within a portion of Reserve "A", Kensington Gardens, Sedgwick County, Kansas, said tract being more particularly described as follow:

BEGINNING at the northwest corner of said, Reserve "A", being a point on the east right-of-way line of Greenwich Road; thence along the north lines of said Reserve "A", for the next seven (7) on a Kansas coordinate system of 1983 south zone measured grid bearing of N58°27'27"E, 114.13 feet; thence N87°05'55"E, 411.65 feet; thence S88°11'43"E, 255.14 feet; thence S79°21'28"E, 273.04 feet; thence S66°46'54"E, 182.71 feet; thence N23°12'52"E, 30.01 feet; thence S66°46'02"E, 52.59 feet; thence S01°00'51"E, 515.78 feet; thence along an extended north line of Lot 1, said addition, S89°17'45"W, 1261.79 feet to the a northwesterly corner of said Reserve "A"; thence along the west line of said Reserve "A", N00°43'24"W, 574.37 feet to the POINT OF BEGINNING.

CONTAINING: 773,757 square feet or 17.76 acres of land, more or less.

SECTION 2. That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED this 4th day of December, 2012.

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

\_\_\_\_\_  
Carl Brewer, Mayor

(SEAL)

Approved as to form:

\_\_\_\_\_  
Gary E. Rebenstorf, Director of Law



**EXCERPT MINUTES OF THE OCTOBER 18, 2012 WICHITA-SEDGWICK COUNTY  
METROPOLITAN AREA PLANNING COMMISSION HEARING**

**Case No.: ZON2012-00026 & CUP2012-00026** - Kensington Gardens, LLC (William Cozine) / MKEC Engineering Consultants, Inc. (Greg Allision) request a City zone change from SF-5 Single-Family Residential to LI Limited Industrial and creation of the K-96 & Greenwich South Community Unit Plan ("CUP") DP-328 on property described as:

A tract of land lying within a portion of Reserve "A", Kensington Gardens, Sedgwick County, Kansas, said tract being more particularly described as follow:

BEGINNING at the northwest corner of said, Reserve "A", being a point on the east right-of-way line of Greenwich Road; thence along the north lines of said Reserve "A", for the next seven (7) on a Kansas coordinate system of 1983 south zone measured grid bearing of N58°27'27"E, 114.13 feet; thence N87°05'55"E, 411.65 feet; thence S88°11'43"E, 255.14 feet; thence S79°21'28"E, 273.04 feet; thence S66°46'54"E, 182.71 feet; thence N23°12'52"E, 30.01 feet; thence S66°46'02"E, 52.59 feet; thence S01°00'51"E, 515.78 feet; thence along an extended north line of Lot 1, said addition, S89°17'45"W, 1261.79 feet to the a northwesterly corner of said Reserve "A"; thence along the west line of said Reserve "A", N00°43'24"W, 574.37 feet to the POINT OF BEGINNING.

CONTAINING: 773,757 square feet or 17.76 acres of land, more or less.

**BACKGROUND:** The application area is 17.762 gross platted acres (15.958 net acres), zoned SF-5 Single-family Residential ("SF-5"), located immediately south of Highway K-96, east of North Greenwich Road. The subject tract is part of the larger Reserve A, Kensington Gardens Addition (see Case History below). Reserve A of the Kensington Gardens Addition is restricted by the plat to the following uses: cemetery purposes, crematorium, mausoleum, columbarium, other uses and structures related to cemeteries and drainage. The applicant is seeking to rezone the property to LI Limited Industrial ("LI") subject to the development standards contained in Community Unit Plan ("CUP") DP-328.

The proposed CUP contains 6 parcels that range in size from 1.13 acres to 6.33 acres in size (General Provision 2 Parcel Descriptions). Proposed maximum building height is 60 feet; the LI district allows 80 feet with standard setbacks. Proposed uses permitted for all parcels are those uses permitted by right in the LI district except for: "correctional facilities"; "correctional placement residences, general and limited"; "pawn shop" and "sexually oriented business in the City" (General Provision 3. A and B). All buildings are to share a uniform architectural character, materials, color and predominate exterior building materials (General Provision 4).

The CUP proposes various building setbacks of: zero feet along the eastern and southern lines of Parcels 3, 4, 5, 6; twenty feet along K-96 and thirty-five feet along Greenwich (General Provision 5). The CUP shows a ten-foot utility easement along the same parcel lines where a zero building setback is requested. Unified Zoning Code (UZC) Article III, Section III-C.2.b (2)(a)1 states that all main buildings or structures shall set back at least 35 feet from all street

right-of-way lines or alleys. Staff recommends that the 35-foot setback along Greenwich be retained and that 35-foot building setbacks be established along K-96, and the eastern and southern parcel lines of Parcels 4, 5 and 6. Front building setbacks along 24<sup>th</sup> North Circle are shown as 20 feet, which is the LI district minimum. The Fire Department needs a minimum of 26 feet in order to extend stabilizers on their aerial platform trucks. Zero building setback lines also raise the question of how the façade of a building built without a setback is to be maintained without first obtaining some type of easement or permission from the adjoining property owner.

Landscaping and is to be per code (General Provision 6). The CUP states that parking is to be in accordance with code minimums (General Provision 7). Screening is to be per code (General Provision 8D, except that the applicant is asking to waive the code required (Article III, Section III-C.2.b(2)(d)1)) masonry wall that should be located along parcel lines abutting residential zoning; the eastern and southern side of Parcel 3 and the southern side of Parcel 4 (General Provision 8.C). The property located next to the parcel lines where it is requested to waive the screening wall is owned by Kensington Gardens, LLC, which is the applicant for the proposed CUP. Kensington Gardens is a cemetery. The applicant has also indicated they will screen rooftop equipment from view from K-96. Lighting is to be per code and is to share similar fixtures, poles, lamps and be shielded to prevent light trespass (General Provisions 9).

Signage is proposed to be divided between three sign types: small tenant monument, medium pylon identification / tenant and large pylon identification / tenant signs. Small tenant sign are to be limited to 24 feet in maximum height; 150 square feet each with 150 feet spacing between other small tenant signs and 50 feet between small tenant and medium or large development signs. Small tenant signs are to be allowed in all parcels and at a rate of .8 square feet times the linear frontage along Greenwich Road and K-96 Highway and .5 square feet times the linear frontage along 24<sup>th</sup> North Circle. Other signage standards include a prohibition against off-site billboards, flashing, moving or portable signage. (General Provision 10).

General Provisions 11 through 17 are standard comments regarding pedestrian circulation, reserves, title and sale of parcels, occupancy permits, grading and drainage, development is to follow the requirements of the approved CUP, and modifications may be made via adjustments or amendments.

Properties surrounding the application area are zoned SF-5, LC Limited Commercial ("LC") and LI. Surrounding property is used for a cemetery, vehicle repair, hotel or is vacant. West of Greenwich, south of the K-96 Highway interchange there is approximately 38 acres of LI zoning; south of the LI zoning are approximately 17 acres of LC zoning. Both of the LI and LC zoning is subject to Regency Lakes Commercial CUP DP-234 that permits all uses in the LI district except: adult entertainment, recreational vehicle campground, freight terminal, vehicle storage yard, gas and fuel storage and sales, storage of class-C fireworks, poultry or rabbit dressing, tire re-treading or recapping, grain storage, and concrete or asphalt plant. On the east side of Greenwich, south of the application area there are there approximately 31 acres of LC zoning. North of K-96 most of two quarter-sections have been zoned LI, subject to Protective Overlay 13 or are approved for LI, subject to platting and Protective Overlay 74.

A comparison of the uses permitted in the LI district versus the LC district indicates the following uses are permitted by right in the LI district but not in the LC district: auditorium or stadium, correctional facility (eliminated by the proposed CUP), recycling processing center, microbrewery, printing and publishing general, recreation and entertainment outdoor, rodeo in the city, sexually oriented business in the city (eliminated by the proposed CUP), tattooing and body piercing facility in the city, vehicle and equipment sales outdoor, vehicle repair general, self service storage warehouse, construction burn site limited, freight terminal, gas and fuel storage and sales, manufacturing limited and general, research services, outdoor storage as a principal use, vehicle storage yard, welding or machine shop, wholesale or business services, agricultural processing and grain storage.

**CASE HISTORY:** On December 28, 1995, the MAPC approved a zone change (SCZ-0702) from R-1 Suburban Residential (today's SF-20 Single-family Residential zoning district) to LC Limited Commercial ("LC") for 7 acres, and a Conditional Use (CU-386) to permit a cemetery, crematorium, mausoleum and columbarium (68 acres) on property generally located south of Highway K-96 and north of East 21<sup>st</sup> Street, except for the approximately 25 acres located at or near the northeast corner of Greenwich and 21<sup>st</sup> Street. To perfect the zone change and Conditional Use for the cemetery, the 75-acre site was platted as the Kensington Gardens Addition (recorded on April 3, 1997). In 1998, the 75-acre site was annexed. On December 22, 2005, the Metropolitan Area Planning Commission (MAPC) approved, subject to replatting, additional LC Limited Commercial ("LC") (ZON2005-00049) zoning subject to a Community Unit Plan (CUP2005-00063) for the northern 33.5 acres of the original 75-acre site. (The current application area was included in that application.) However, the 33.5 acres were not replatted; therefore, the additional LC zoning and CUP were never perfected.

**ADJACENT ZONING AND LAND USE:**

NORTH: North of K-96 is property that is SF-5 but has been approved for LI; vacant  
SOUTH: LC and SF-5; vacant, vehicle repair, cemetery  
EAST: SF-5; cemetery  
WEST: LI and LC, subject to DP-234; highway right-of-way and hotel

**PUBLIC SERVICES:** The site is served, or can be served, by expected utilities. North Greenwich is a four-lane paved arterial with a north-bound left-turn lane that carries a south-bound average daily traffic volume of 5,309 trips. Improvements are scheduled for the K-96 and Greenwich intersection. Those improvements are scheduled to begin by July 2014. Additional right-of-way will be required to accomplish those improvements; including dedications from the subject tract. Dedication of additional right-of-way will be determined at the time of replatting.

**CONFORMANCE TO PLANS/POLICIES:** The 2030 Wichita Functional Land Use Guide map depicts the site as appropriate for "major institutional" uses. The "major institutional" category includes institutional facilities of a significant size and scale of operation and could include a range of such uses as government facilities, military bases, libraries, schools, cemeteries, churches, hospital and medical treatment facilities.

**RECOMMENDATION:** Based upon information available prior to the public hearings, planning staff recommends that the request be APPROVED, subject to re-platting within 1-year and the following conditions of approval:

- A. The site shall be developed and maintained in conformance with the standards contained within the CUP except 35-foot building setbacks shall be established along K-96, and the eastern and southern parcel lines of Parcels 4, 5 and 6.
- B. Dedication of additional right-of-way as determined at the time of replatting.
- C. The applicant shall submit four copies of the approved CUP to the Metropolitan Area Planning Department within 60 days after approval of this case by Governing Body, or the request shall be considered denied or closed.

This recommendation is based on the following findings:

1. **The zoning, uses and character of the neighborhood:** Properties surrounding the application area are zoned SF-5, LC and LI. Surrounding property is used for a cemetery, vehicle repair, hotel or is vacant. Further from the application area is are retail sales centers with big box and specialty retail. West of Greenwich, south of the K-96 Highway interchange there is approximately 38 acres of LI zoning; south of the LI zoning are approximately 17 acres of LC zoning. Both of the LI and LC zoning is subject to Regency Lakes Commercial CUP DP-234 that permits all uses in the LI district except: adult entertainment, recreational vehicle campground, freight terminal, vehicle storage yard, gas and fuel storage and sales, storage of class-C fireworks, poultry or rabbit dressing, tire re-treading or recapping, grain storage, and concrete or asphalt plant. On the east side of Greenwich, south of the application area there are there approximately 31 acres of LC zoning. North of K-96 most of two quarter-sections have been zoned LI, subject to Protective Overlay 13 or are approved for LI, subject to platting and Protective Overlay 74. The site is located adjacent to a divided four-lane bypass highway. Access to the highway is scheduled to be improved with an interchange that will provide access in all directions.
2. **The suitability of the subject property for the uses to which it has been restricted:** The property is currently zoned SF-5 with the stated use as a cemetery. The site's proximity to K-96 and an interchange make it a more appealing retail, commercial or light industrial site. Existing LI zoning located west of the site contain restrictions similar to those proposed by the current application.
3. **Extent to which removal of the restrictions will detrimentally affect nearby property:** As indicated in the "background" section, the uses permitted on the LI zoned property that already exists west of the site are similar to those proposed by the current application. Limited Industrial zoning permits the following uses that are not permitted in the LC district: auditorium or stadium, correctional facility (eliminated by the proposed CUP), recycling processing center, microbrewery, printing and publishing general, recreation and entertainment outdoor, rodeo in the city, sexually oriented business in the city (eliminated by the proposed CUP), tattooing and body piercing facility in the city, vehicle and equipment sales outdoor, vehicle repair general, self



service storage warehouse, construction burn site limited, freight terminal, gas and fuel storage and sales, manufacturing limited and general, research services, outdoor storage as a principal use, vehicle storage yard, welding or machine shop, wholesale or business services, agricultural processing and grain storage. These uses are more intense uses than those allowed in the LC and SF-5 zoned property located immediately to the south. The SF-5 property is owned by the same owner as the subject tract so presumably these more intense uses are acceptable. Staff has received comment from the LC zoned property. In his opinion, some of the uses allowed in the proposed application are too intense.

4. **Relative gain to the public health, safety and welfare as compared to the loss in value or the hardship imposed upon the applicant:** Approval of the request would provide additional LI zoned property in close proximity to a bypass highway. Denial would presumably represent an economic loss to the property owner and/or the applicant.
5. **Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies:** The 2030 Wichita Functional Land Use Guide map depicts the site as appropriate for “major institutional” uses. The “major institutional” category includes institutional facilities of a significant size and scale of operation and could include a range of such uses as government facilities, military bases, libraries, schools, cemeteries, churches, hospital and medical treatment facilities. The designation most likely more a result of the zoning and stated use of the property at the time the map was developed than its location circumstances; close proximity to an interchange of a bypass highway with surrounding property zoned LC and LI.
6. **Impact of the proposed development on community facilities:** The site is served by existing or planned facilities adequate to serve the site or can be addressed by replatting.

**DALE MILLER**, Planning Staff presented the Staff Report.

**ALDRICH** asked again if both properties are under the same ownership, and for basically the same purpose, does that pose a problem.

**MILLER** stated that it is his understanding that currently there is one owner for both side, however, this is under contract and is expected to be sold to a separate ownership. So it would be two separate owners if this is approved and as you know, once you give up the setback, you can't get it back.

**FOSTER** asked about the CUP plan, I have a similar question in regards to that setback on both that Parcel 3 and 4 on the south and the east side, there is an easement that's noted along there, a 10 foot utility easement and then there was also in the CUP notes taking out any wall that would be required there, so that does need to be discussed on the setback. Just one minor thing, on the lower left, Greenwich Road is labeled and I believe that needs to be moved over to the right so it along what the CUP is showing there.

**MILLER** answered that we will take a look at that. On the wall, staff was okay with waving the wall because we felt like either it will ultimately be a cemetery and if the current owner who is

developing the cemetery thinks that is not an issue or eventual cemetery uses then I guess staff wasn't interested in getting in the middle of that. If it then changes and is not a cemetery or some other use and more is sold off for other use that we were okay with not having a wall there that may eventually end up being in the wrong place.

**BRIAN LINDEBAK, MKEC ENGINEERING CONSULTANTS, AGENT** stated that he could address some of those questions but I would like to hear all the questions that you all may have if there are any other questions pertaining to the site other than just those two questions.

**DENNIS** asked the commission if there were any other questions. There were none.

**DENNIS** asked if the agent could address the current questions and we will see if anything else comes up.

**LINDEBAK** presented the site through a presentation.

**LINDEBAK** stated that one of the reasons for the wall reduction requirement is we felt that it was appropriate since the owner is currently the applicant on both side of the property and we were looking that if there was a need for a wall that will be addressed as part of the sale of the property. Further, we would be ripping a significant amount of trees to put up a wall and the stand of trees is a good buffer for the existing facility to the south. So that kind of addresses the wall.

**G. SHERMAN** stated that the actual residents of the cemetery can't be here to discuss this, but are there gravesites up close to this and have relatives and loved ones been notified of this.

**LINDEBAK** answered that there are no gravesites close to this and all the gravesites are further south on the property and actually doesn't show up on the CUP plan. No relatives have been notified.

**LINDEBAK** stated in regards to the setbacks, staff has recommended that the north setback be a 35 foot building setback. Two reasons we reduced it to 20 foot, one reason is, we understand that design plans are underway for improvements to this interchange and we would like to leave ourselves some flexibility as its presumed there will be a street dedication required for the improvements and so forth, and if we put a 35 foot setback and dedicate additional right-of-way we are then limited in buildable area by doing so. That's the logic there. Then along the east and south, we have the hedge rows and the owner would then also include into his contract or development covenants how that setback is achieved whether there needs to be cross lot access or something to that nature for maintenance wise. Then also the 24<sup>th</sup> Street circle right-of-way was request by staff there be a 35 foot setback, with this significant road right-of-way that we have and Limited Industrial zoning that we have, we thought it would be appropriate to have a 20 foot setback instead of a 35 foot setback. One reason particularly is because the setback would limit the space for development. It's a matter of buildable area.

**FOSTER** stated that you mentioned early on about potential right-of-way improvements, can you describe those a little bit further please.

**LINDEBAK** stated they have been contacted by staff as to what possible right-of-way takes would be. I don't have the square footage right off hand, but it's a significant take from roughly along the north side and I believe it would include the 20 foot shown as setback. Of course the plans aren't finalized so we didn't feel it was appropriate to show the take on the CUP at this time and will deal with that at platting and adjust the CUP correspondingly assuming the dedication is required.

**G. SHERMAN** stated it seems that when K-96 was first constructed the plan was to have the other two ramps be inside of the other two that are on the other side of the street.

**LINDEBAK** stated that is still the plan.

**G. SHERMAN** asked then why they would then need right-of-way over here.

**LINDEBAK** stated he thinks it has to do with the embankment being extended further south. Consequently the K-96 bike path is located right here and that may also have to move south a bit, so that was the reasons for that.

**JOHN SCHLEGEL** stated that it would be for the extension for accel and decel lanes for those ramps.

**G. SHERMAN** asked if the reduced setback being asked for all the way out to the street.

**LINDEBAK** answered do you mean the south line, no there is no setback required there with the LC zoning there adjacent to it.

**FOSTER** stated that a 20 foot setback is less than a residential setback, is this going to create any issue in regards to egress and ingress of the property when you go down to that tight of setback.

**LINDEBAK** answered he thought about that and then looked at the hotel across the street and it has a similar setback, so ingress/egress wise, I don't see it being an issue, and if it will be an issue, it will be addressed once OCI reviews the plans and we can handle it at that time.

**MILLER** wanted to clarify that staff is not challenging the setbacks on the cul-da-sac, it was only on the perimeter of the property where we wanted the Planning Commission to weigh on that.

**MCKAY** asked **MILLER** to show him the setbacks on the plan so he can totally understand what is being talked about.

**MILLER** stated they are proposing zero all along the south property line and it is all zoned LC and staff is okay with that because the code says zero or five. From midway along the south property line to the southeast corner and north, they are also showing zero and the code suggests

that it ought to be 35 feet. Then along the north property line, the CUP shows 20, but the code also recommends 35 feet there.

**G. SHERMAN** stated that he understands what they are asking and what the code says, does staff have an opinion of what would be reasonable there.

**MILLER** stated that he is comfortable if the Commission wants to do something less, I just felt like staff shouldn't go down to zero and that decision should be made by the Commission and you be aware that you are making that decision. As indicated in the staff report, part of the rationale of why we were asking for the 35 feet is it is our understanding if the Fire Department has to use an aerial platform, they extend the stabilizers out, those measure 26 feet, tip to tip, and it seemed that you should have enough room to put the stabilizers out and be able to walk around the fire truck, but certainly there are other CUPS that have less than 35 feet and Planning Commission has approved those and certainly staff is comfortable with that, we just thought you should make the decision between the zero and the 35.

**G. SHERMAN** asked how you feel about the wall.

**MILLER** stated that he is good with the wall from the standpoint that, as I said before, since it's the same owner, if he thought it was going to damage the remnant that he has, then I think he wouldn't be agreeing to let them have it without the wall requirement, so I am okay with that.

**FOSTER** asked how you would handle conflict between the zero setbacks and the ten foot utility easement. Is that going to be something that is addressed at platting?

**MILLER** answered that if there is a ten foot utility easement, whether it says zero building setback or not, they won't be able to be in there, that is why I thought at minimum it ought to be at ten feet. They are not sure that the utilities will ask for that they are just showing it on the CUP in anticipation that is where it could go.

**MOTION:** To approve and eliminate the wall requirement, and along the south edge, from the LC zoning to the southeast corner it be a 20-foot setback, and a 35-foot setback along the whole north side, along K-96 Highway.

**ALDRICH** asked that this in no way effects the west 35 feet, correct?

**MCKAY** stated that was already approved in the layout. The only place I decide was the wall and the setbacks. I just want to eliminate the wall and do the setbacks.

**MCKAY** moved, **WARREN** seconded the motion, and it carried (10-0).

City of Wichita  
City Council Meeting  
November 20, 2012

**TO:** Mayor and City Council

**SUBJECT:** ZON2012-00027 – City zone change request from SF-5 Single-family Residential to B Multi-family Residential (“B”) on property located at the northwest corner of West 13<sup>th</sup> Street North and Zoo Boulevard (4526 West 13<sup>th</sup> Street North). (District VI)

**INITIATED BY:** Metropolitan Area Planning Department

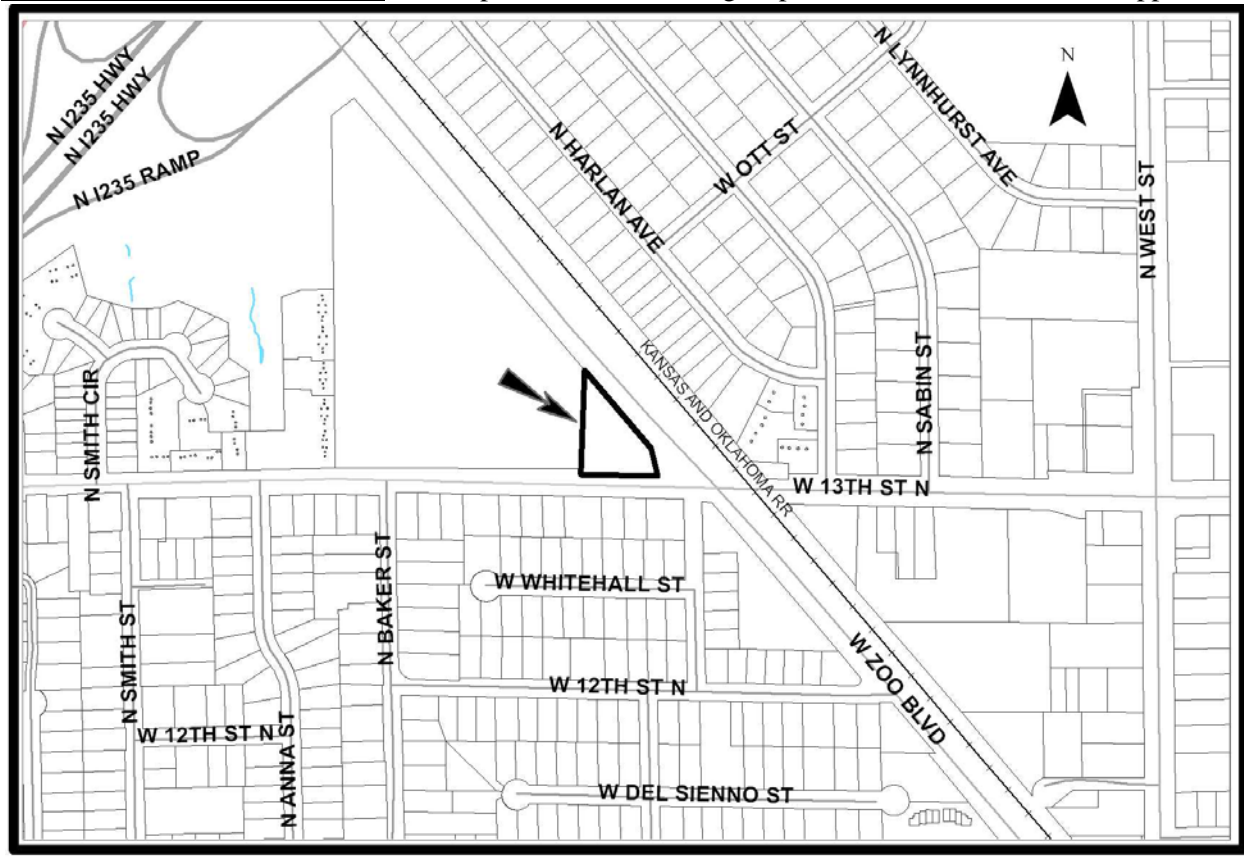
**AGENDA:** Planning (consent)

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**MAPC Recommendation:** The MAPC recommended approval, subject to platting within one-year (10-0).

**DAB Recommendation:** District Advisory Board VI recommended approval (7-0).

**MAPD Staff Recommendation:** Metropolitan Area Planning Department staff recommended approval.



**Background:** The application area is an unplatted .99 acre site, zoned SF-5 Single-family Residential (“SF-5”) that is located at the northwest corner of Zoo Boulevard and West 13<sup>th</sup> Street North. The property is owned by Presbyterian Manors of Mid-America, Inc., and is developed with a single-family residence. Presbyterian Manors of Mid-America, Inc., owns a B Multi-family Residential (“B”) zoned senior living center (“nursing facility” and/or “assisted living”) located west of the subject site, and now wants to incorporate the subject tract into it larger ownership that is developed with a senior center and have uniform zoning for its entire ownership. The SF-5 district does not permit a “nursing facility” or “assisted living.” Therefore, the applicant is seeking B zoning for the subject tract in order to match the existing B zoning located on the abutting senior center they own.

Property surrounding the application area has a variety of zoning ranging from: SF-5, TF-3 Two-family Residential (“TF-3”), MF-18 Multi-family Residential (“MF-18”), B and NR Neighborhood Retail (“NR”). Use of surrounding property is also varied: single-family residential, duplex, multi-family, nursing facility or assisted living and strip center.

**Analysis:** At the Metropolitan Area Planning Commission (MAPC) meeting held on October 18, 2012, the MAPC voted (10-0) to recommend approval of the request, subject to platting within one year. There was not anyone from the public to speak on the application.

On November 5, 2012, the District Advisory Board (DAB) VI heard the rezone request. The DAB voted (7-0) to approve the request.

Staff has not received any protest petitions.

**Financial Considerations:** Approval of this request will not create any financial obligations for the City.

**Legal Considerations:** The Law Department has reviewed and approved the ordinance.

**Recommendation/Actions:** Adopt the findings of the MAPC, approve the zone change request subject to platting within one year of approval of the governing body and instruct the Planning Department to forward the ordinance for first reading when the platting is completed (simple majority required).

**Attachments:** Ordinance and MAPC minutes.

(150004) Published in The Wichita Eagle on December 7<sup>th</sup>, 2012

ORDINANCE NO. 49-401

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

BE IT ORDAINED BY THE GOVERNING BODY  
OF THE CITY OF WICHITA, KANSAS.

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON2012-00027

A zone change from SF-5 Single-family Residential ("SF-5") to B Multi-family Residential ("B"), on property described as:

Beginning at the intersect of the West line of the MOPAC r-o-w & South line of the SE/4 of Section 11, thence West 486.22 feet, then North 547 feet to a point on the West line of r-o-w; thence Southeast along said r-o-w to beginning, EXC the S 50 feet thereof and EXC that part taken for highway, 11-27-1W, Wichita, Sedgwick County, Kansas.

SECTION 2. That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED this 4th day of December, 2012.

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

\_\_\_\_\_  
Carl Brewer, Mayor

(SEAL)

Approved as to form:

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Gary E. Rebenstorf, Director of Law



**EXCERPT MINUTES OF THE OCTOBER 18, 2012 WICHITA-SEDGWICK COUNTY  
METROPOLITAN AREA PLANNING COMMISSION HEARING**

**Case No.: ZON2012-00027** - Presbyterian Manors of Mid-America, Inc. (Bruce H. Shogren) / MKEC Engineering Consultants, Inc., (Brian Lindebak) request a City zone change from SF-5 Single-Family Residential to B Multi-family Residential on property described as:

Beginning at the intersect of the West line of the MOPAC r-o-w & South line of the SE/4 of Section 11, thence West 486.22 feet, then North 547 feet to a point on the West line of r-o-w; thence Southeast along said r-o-w to beginning, EXC the S 50 feet thereof and EXC that part taken for highway, 11-27-1W, Wichita, Sedgwick County, Kansas.

**BACKGROUND:** The application area is an unplatted .99 acre site, zoned SF-5 Single-family Residential ("SF-5") that is located at the northwest corner of Zoo Boulevard and West 13<sup>th</sup> Street North. The property is owned by Presbyterian Manors of Mid-America, Inc., and is developed with a single-family residence. Presbyterian Manors of Mid-America, Inc., owns a B Multi-family Residential ("B") zoned senior living center ("nursing facility" and/or "assisted living") located west of the subject site, and now wants to incorporate the subject tract into it larger ownership that is developed with a senior center and have uniform zoning for its entire ownership. The SF-5 district does not permit a "nursing facility" or "assisted living." Therefore, the applicant is seeking B zoning for the subject tract in order to match the existing B zoning located on the abutting senior center they own.

Property surrounding the application area has a variety of zoning ranging from: SF-5, TF-3 Two-family Residential ("TF-3"), MF-18 Multi-family Residential ("MF-18"), B and NR Neighborhood Retail ("NR"). Use of surrounding property is also varied: single-family residential, duplex, multi-family, nursing facility or assisted living and strip center.

**CASE HISTORY:** The property has been annexed into the City of Wichita.

**ADJACENT ZONING AND LAND USE:**

NORTH: B; nursing facility or assisted living owned by applicant  
SOUTH: SF-5 and NR; single-family residences; strip center  
EAST: across Zoo Boulevard TF-3 and MF-18; single-family, two-family and multi-family residences  
WEST: B; nursing facility or assisted living owned by applicant

**PUBLIC SERVICES:** 13<sup>th</sup> Street has approximately 36 feet of half-street right-of-way along subject property's frontage. West of the subject site 13<sup>th</sup> Street has 50 feet of half-street right-of-way. The Zoo Boulevard side of the application area has approximately 64 feet of half-street right-of-way from the center-line of Zoo Boulevard, plus a corner clip. In 2006, north-bound Zoo Boulevard had an average daily traffic (ADT) volume of 11,545 and a southbound average of 21,225 vehicles. West-bound 13<sup>th</sup> Street west of Zoo Boulevard carried an ADT of 3,397. The site is served by other existing municipal services.

**CONFORMANCE TO PLANS/POLICIES:** The property is shown on the 2030 Wichita Functional Land Use Guide map as being appropriate for “major institutional” uses. Major institutional uses are those facilities of a significant size and scale of operation and could include a range of uses such as government facilities, military bases, libraries, schools, cemeteries, churches, hospitals and medical treatment facilities. The Metropolitan Area Planning Commission (MAPC) has an unofficial policy of generally supporting zoning requests that facilitate the expansion of existing uses.

**RECOMMENDATION:** Based upon information available prior to the public hearings, planning staff recommends that the request be APPROVED, subject to platting within 1-year.

This recommendation is based on the following findings:

1. **The zoning, uses and character of the neighborhood:** Property surrounding the application area has a variety of zoning ranging from: SF-5, TF-3 Two-family Residential (“TF-3”), MF-18 Multi-family Residential (“MF-18”), B and NR Neighborhood Retail (“NR”). Use of surrounding property is also varied: single-family residential, duplex, multi-family, nursing facility or assisted living and strip center. Zoo Boulevard is a major arterial providing direct access to northwest Wichita from central Wichita.
2. **The suitability of the subject property for the uses to which it has been restricted:** The property is zoned SF-5, and is developed with a single-family residence. The site has frontage on a major arterial that carries a high volume of traffic. The site could probably continue to be used as currently zoned; however, due to applicant’s ownership of the adjacent “B” zoned senior center, and their desire to provide uniform zoning on their entire ownership, the existing SF-5 zoning is probably not the best zoning for the property.
3. **Extent to which removal of the restrictions will detrimentally affect nearby property:** Approval of B zoning will not introduce uses to the neighborhood that are not already eligible to be there since the lot abutting the subject tract is already zoned B.
4. **Relative gain to the public health, safety and welfare as compared to the loss in value or the hardship imposed upon the applicant:** The public would benefit from the improvements proposed on the senior center and failure to re-zone the subject site could potentially impact the applicant’s ability to effectively use their entire ownership.
5. **Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies:** The property is shown on the 2030 Wichita Functional Land Use Guide map as being appropriate for “major institutional” uses. Major institutional uses are those facilities of a significant size and scale of operation and could include a range of uses such as government facilities, military bases, libraries, schools, cemeteries, churches, hospitals and medical treatment facilities. The Metropolitan Area Planning

Commission (MAPC) has an unofficial policy of generally supporting zoning requests that facilitate the expansion of existing uses.

6. **Impact of the proposed development on community facilities:** None identified, platting will ensure that the site is served or will be served by facilities that meet current standards.

**DALE MILLER**, Planning Staff presented the Staff Report.

**MITCHELL** stated that the only reason for asking it to be heard is because I want to recommend 50 foot dedication for the 13<sup>th</sup> Street right-of-way across this parcel.

**ALDRICH** said on the staff report it's showing proposed use as access for the senior living facility. Then in the detail basically it's just showing that what you said earlier that they want to match the B zoning together.

**MILLER** stated that he found out later that there isn't any proposed access; I just didn't catch it on the front page.

**ALDRICH** stated that is what my concern was because of the layout of the corner right there. That's what I was concerned about. You just took care of that, thank you.

**BRIAN LINDEBAK, MKEC ENGINEERING CONSULTANTS**, stated to address the street dedication, we anticipated the 50 foot half street right-of-way, I think presently its 30 foot half street right-of-way. In fact our application exempted out that street right-of-way. As to the question about the access point, there may be an access point there, but we will handle that at the time of platting, because this property is unplatted and we will include it in our replat.

**MITCHELL** stated for that he is sure, you say your applicant shows that you are not zoning the south 50 feet of the ....

**LINDEBAK** stated that 30 feet has been dedicated already.

**MITCHELL** stated the balance of it is not in the application.

**LINDEBAK** stated correct, because we are going to dedicate it at platting.

**MOTION:** To approve subject to subject to staff recommendation.

**JOHN SCHLEGEL** asked if the motion to approve include the 50 foot right-of-way.

**MITCHELL** stated that if he is correct in their application doesn't include any part of that 50 feet then I don't need to. If it's coming back for platting, we can certainly take care of it then if there are any questions.

**MITCHELL** moved, **MCKAY** seconded the motion, and it carried (10-0).

City of Wichita  
City Council Meeting  
November 6, 2012

**TO:** Mayor and City Council

**SUBJECT:** VAC2012-00032 - Request to vacate a portion of a platted setback; generally located west of Ridge Road, south of 13th Street North, west of Dunsworth Avenue on the south side of 11th Street North. (District V)

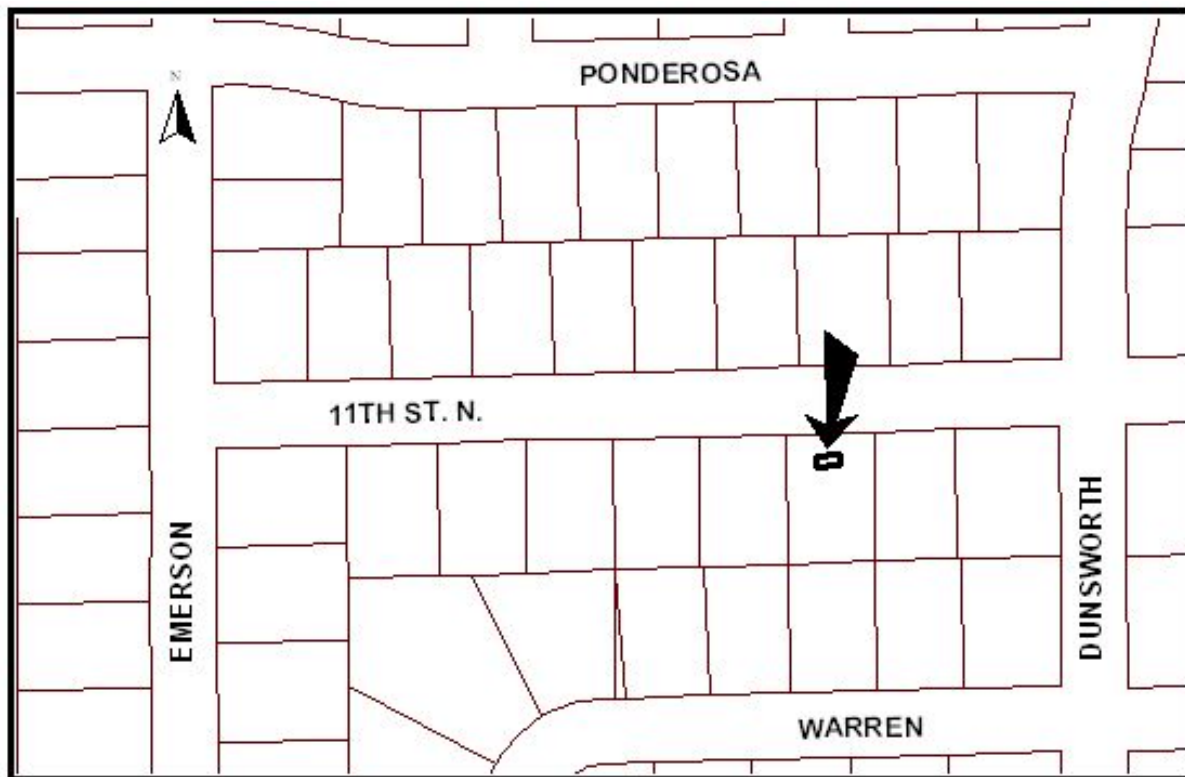
**INITIATED BY:** Metropolitan Area Planning Department

**AGENDA:** Planning (Consent)

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**Staff Recommendation:** Staff recommends approval of the vacation request.

**MAPC Recommendation:** The Metropolitan Area Planning Commission (MAPC) recommends approval of the vacation request.



**Background:** The applicants propose to vacate the south 10 feet of the platted 30-foot front yard setback that runs parallel to the 11th Street North right-of-way (ROW) and the north lot line of Lot 19, Block 19, Country Acres 2nd Addition. The UZC's minimum front yard setback for the SF-5 zoning district is 25 feet. If the setback was not platted the applicants could request an Administrative Adjustment that would reduce the SF-5 zoning district's minimum 25-foot front yard setback by 20%, resulting in a 20-foot front yard setback. Reduction beyond the 20-foot front yard setback would require a variance, which is a separate public hearing process. There are no platted easements within the platted setback. There are no utilities located within the platted. The Country Acres 2nd Addition was recorded with the Register of Deeds June 21, 1955.

**Analysis:** The MAPC voted (10-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

**Financial Considerations:** All improvements are to City standards and at the applicant's expense.

**Legal Considerations:** The Law Department has reviewed and approved, as to form, the Vacation Order. A certified copy of the Vacation Order will be recorded with the Register of Deeds.

**Recommendation/Actions:** It is recommended that the City Council follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order, and authorize the necessary signatures.

**Attachment:** No attachments are necessary for this vacation request.

City of Wichita  
City Council Meeting  
November 6, 2012

**TO:** Mayor and City Council

**SUBJECT:** VAC2012-00033 - Request to vacate a portion of a platted setback; generally located south of Harry Street on the west side of Hoover Road. (District IV)

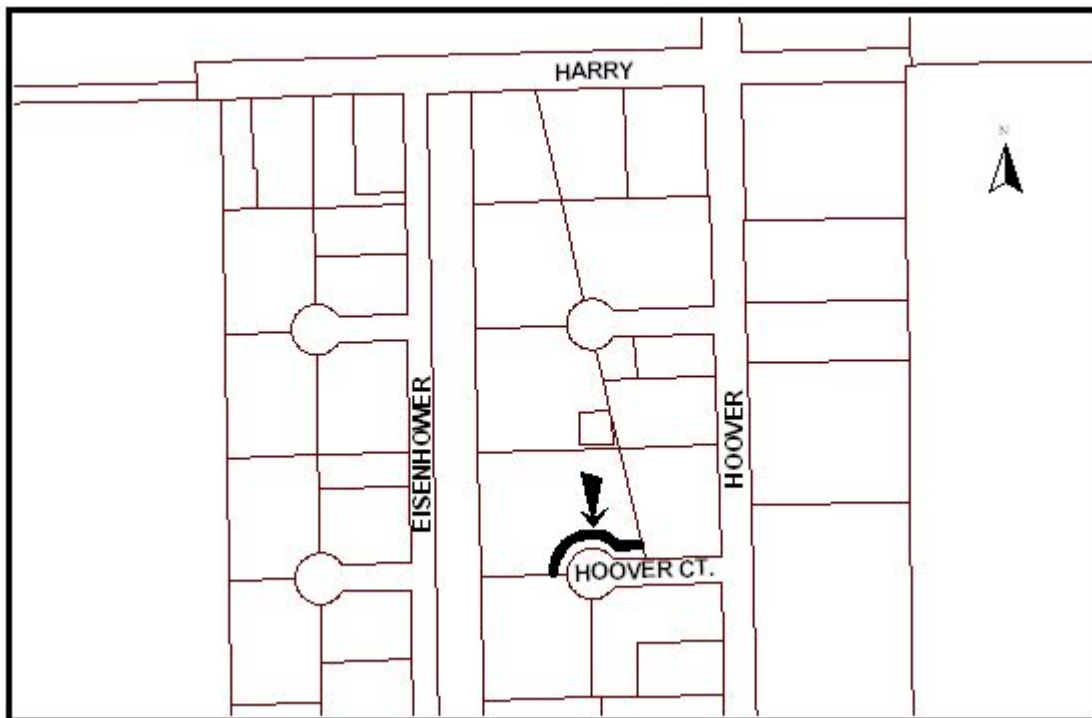
**INITIATED BY:** Metropolitan Area Planning Department

**AGENDA:** Planning (Consent)

---

**Staff Recommendation:** Staff recommends approval of the vacation request.

**MAPC Recommendation:** The Metropolitan Area Planning Commission (MAPC) recommends approval of the vacation request.



**Background:** The applicant is requesting the vacation of the north and west 15 feet of the platted 50-foot front yard setback that runs parallel to the Hoover Court right-of-way (ROW) and the property line of the LI Limited Industrial ("LI") zoned Lot 6, Block 2, Airport Industrial Addition. The Unified Zoning Code's minimum front yard setback for the LI zoning district is 20 feet. The applicant's request reduces the setback to 35 feet. There have been similar cases vacating the platted front setback in this subdivision; VAC2000-00030, VAC2004-00025 and VAC2007-00028. There are no platted easements within the platted setback. Water and sewer are located in the abutting street ROW or in the rear yard of the lot. Stormwater has equipment in the platted setback. There are no franchised utilities located within the platted setback. The Airport Industrial Addition was recorded with the Register of Deeds December 16, 1964.

**Analysis:** The MAPC voted (10-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

**Financial Considerations:** All improvements are to City standards and at the applicant's expense.

**Legal Considerations:** The Law Department has reviewed and approved, as to form, the Vacation Order, dedication by separate instrument for a drainage easement and a hold harmless agreement. A certified copy of the Vacation Order, dedication by separate instrument for a drainage easement and a hold harmless agreement will be recorded with the Register of Deeds.

**Recommendation/Actions:** It is recommended that the City Council follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order, and authorize the necessary signatures.

**Attachment:** No attachments are necessary for this vacation request.



**City of Wichita  
City Council Meeting  
November 20, 2012**

**TO:** Wichita Airport Authority

**SUBJECT:** Air Capital Terminal 3 (ACT 3) Apron, Phase III  
Supplemental Agreement No. 17, Design and Bid Services  
Wichita Mid-Continent Airport

**INITIATED BY:** Department of Airports

**AGENDA:** Wichita Airport Authority (Consent)

**Recommendation:** Approve the supplemental agreement.

**Background:** The Air Capital Terminal 3 program (ACT 3) is identified in the Airport Capital Improvement Program (CIP). HNTB Corporation (HNTB) was selected in 2001 through the Staff Screening Process as the design team to plan, integrate, and sequence on a campus-wide basis various related elements of the overall terminal area redevelopment program. The intent and practice has been that supplemental agreements would be entered into each time a new project element was added, with some being funded from budget sources separate from the main ACT 3 program. The use of multiple supplemental agreements is also tied to the delivery of federal funding. Utilizing HNTB for these elements ensures consistency and efficiencies between complex related program components regardless of the funding source.

**Analysis:** The major element of this project will be to construct Terminal Apron Phase III which is timed to accommodate the new terminal construction. Additional work in this project will be to remove Taxiway C-2 West to comply with a Federal Aviation Administration (FAA) Runway Safety Action Team recommendation, install airfield communication infrastructure and make improvements to an airfield storm water channel to mitigate a wildlife problem.

A supplemental agreement for \$320,207 has been developed for design and bid phase services, as well as a study to evaluate options which comply with new environmental regulations for the collection and storage of used aircraft deicing fluid. Once this study is complete and an option is selected, a supplemental agreement will be developed for design services of this specialized system.

**Financial Considerations:** The cost of the additional services with HNTB is a not-to-exceed amount of \$320,207. The current approved program budget includes funds to cover this expense. This program is funded with Airport Improvement Program grants, Passenger Facility Charge collections, and Airport revenues, either directly or through the repayment of General Obligation bonds. The following table depicts the original contract with HNTB and the supplemental agreements through No. 17:

	<b><u>Amount</u></b>	<b><u>Description</u></b>	<b><u>Date</u></b>
Contract	\$12,660,000	ACT 3 Base Design Contract	6/18/2006
SA No. 1	128,709	North Shuttle Lot, Construction Related Services (CRS)	2/7/2008
SA No. 2	311,767	Apron Phase I, Resident Engineering	8/5/2008
SA No. 3	53,137	Customs Federal Inspection Facilities Design	9/23/2008
SA No. 4	43,594	North Shuttle Lot, Additional Construction Related Services	1/27/2009
SA No. 5	74,369	Interim Customs Construction Related Services	5/12/2009

SA No. 6	42,414	East Data Center Design, Bid & C.A. Services	6/9/2009
SA No. 7	374,018	Apron Phase II, Construction Related Services	7/7/2009
SA No. 8	500,969	Landside Utilities, Phase I, Construction Related Services	7/7/2009
SA No. 9	13,537	East Data Center Emergency Generator Design & CRS	11/24/2009
SA No. 10	-283,237	ACT3 Design Contract Amendments	12/1/2009
SA No. 11	89,739	East Data Center CRS	11/2/2010
SA No. 12	98,043	CCTV System Upgrade Design, Bid & CA Services	10/26/2010
SA No. 13	99,193	Apron Trench Drain Construction Related Services	10/26/2010
SA No. 14	19,406	Stormwater Study, Sidewalk & Floor	5/3/2011
SA No. 15	86,471	Additional CRS for Landside Utilities	9/20/2011
SA No. 16	1,272,976	ACT 3 Amendments	11/15/2011
SA No. 17	320,207	Apron Phase III, Design and Bid Services	11/20/2012
	\$15,905,312	Total Contract	

**Legal Considerations:** The Law Department has approved the supplemental agreement as to form.

**Recommendations/Actions:** It is recommended that the Wichita Airport Authority approve the supplemental agreement and authorize the necessary signatures.

**Attachments:** HNTB Supplemental Agreement No. 17.

SUPPLEMENTAL AGREEMENT NO. 17  
TO THE  
AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN  
THE WICHITA AIRPORT AUTHORITY, "OWNER",  
AND  
HNTB CORPORATION, "CONSULTANT",

WITNESSETH:

WHEREAS, there now exists a Contract, dated July 18, 2006, between the two parties covering professional services to be provided by the CONSULTANT in conjunction with the construction of improvements to Wichita Mid-Continent Airport.

WHEREAS, ARTICLE IV, B. of the referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the CONSULTANT provide reduced and/or additional services required for the PROJECT and receive reduced and/or additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

I. SCOPE OF SERVICES

- A. The Scope of Services as defined in the Original Scope of Services and as amended in Supplemental Agreements 1 through 16, is hereby amended to include the services described in Exhibit SA17-A.

II. TIME OF SERVICES

- A. CONSULTANT has completed work for the following item described in Exhibit SA17-A, item 1:
1. Terminal Apron Phase 2 as Additional Package
- B. CONSULTANT shall commence work on items not included in Section II.A upon receipt of Authorization to Proceed (ATP) from the OWNER. Completion of services for these items will be as follows:
- |   |                   |
|---|-------------------|
| 1. Surveying & geotechnical investigation | 6 weeks after ATP |
| 2. Update glycol study                    | 2 weeks after ATP |
| 3. WAA concurrence with glycol study      | 1 week            |
| 4. Develop glycol storage options         | 3 weeks           |

- |   |                             |
|---|-----------------------------|
| 5. Determine glycol storage option to use           | 1 week                      |
| 6. Prepare & finalize ASP for glycol storage design | 1 week                      |
| 7. 50% construction documents submittal             | 6 weeks after ASP finalized |
| 8. Program manager/Owner review                     | 2 weeks                     |
| 9. Pre-final construction documents submittal       | 6 weeks                     |
| 10. Program manager/Owner review                    | 2 weeks                     |
| 11. Final procurement documents                     | 4 weeks (28 wks after ATP)  |

### III. PAYMENT PROVISIONS

The fee in ARTICLE IV, A3, shall be amended to include the following:

- A. Payment to the CONSULTANT for the performance of the professional services required by this Supplemental Agreement shall be made on the basis of the total lump sum amount of \$320,207. Refer to Exhibit SA17-B.

### IV. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the OWNER and the CONSULTANT executes this Supplemental Agreement as of this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

ATTEST:

WICHITA AIRPORT AUTHORITY  
WICHITA, KANSAS

By: \_\_\_\_\_  
Karen Sublett, City Clerk


By: \_\_\_\_\_  
Carl Brewer, President  
"OWNER"


By:   
Victor White, Director of Airports

APPROVED AS TO FORM: \_\_\_\_\_ Date: \_\_\_\_\_  
Director of Law

ATTEST:

HNTB CORPORATION  
715 KIRK DRIVE  
KANSAS CITY, MO 64105

By:   
Title: Senior Project Manager

By:   
Title: UCE PRESIDENT

**ATTACHMENTS:**

Exhibit SA17-A -	Scope of Services
Exhibit SA17-B -	Estimated Cost of Consultant Services, dated 11/5/12, and supporting documents

### SCOPE OF SERVICES

This scope description includes services related to Apron Phase 2, Apron Phase 3 and associated areas. Specific items included are:

1. Terminal Apron Phase 2 as Additional Package
2. Terminal Apron Phase 3 and Related Scope
  - A. Terminal Apron Phase 3
  - B. Glycol Storage System
  - C. Storm Water Quality Channel and Outfall Improvements
  - D. Removal of Taxiway C-2 West
  - E. New Communication conduit to the South Maintenance Yard and Tyler Road areas

#### **Scope of Services**

Additional services include the following:

1. Terminal Apron Phase 2 as Additional Package
  1. Additional planning and design
  2. Additional construction operations, sequencing and traffic control plans
  3. Additional Engineer's Reports, printing and assembly, technical specifications, and FAA front end specifications
  4. A separate estimate for Apron Phase 2
  5. Additional pre-bid conferenceThe above items have been completed.

2. Terminal Apron Phase 3 and Related Scope

Civil and MEP engineering services are to be provided to complete the design and prepare construction documents for a single construction package to include the following:

- A. Terminal Apron Phase 3.
- B. Glycol Collection and Storage System
- C. Storm Water Quality Channel and Outfall Improvements
- D. Removal of Taxiway C-2 West
- E. New Communication conduit to the South Maintenance Yard

Refer to the attached Terminal Apron Phase III drawing dated 9/4/12 regarding these items. The scope to be provided for this single construction package includes:

1. Prepare construction plans and specifications in accordance with WAA and FAA standards and Advisory Circulars. Submittals of documents will be made to the Owner at concept, office check, pre-final, and final plans stages.
2. Prepare and submit cost estimates for all work at the same schedule as submittal of construction documents. Format of cost estimates will be similar to the Engineer's Construction Cost Estimates provided for other civil packages, broken down by category.
3. Prepare and submit the Engineer's Report to the Owner at the time of office check plans.

4. Prepare the official engineer's estimate.
5. Prepare construction safety and phasing plans in accordance with FAA and Owner requirements.
6. Prepare Stormwater Pollution Prevention Plan (SWPPP) and associated details for inclusion in NDPES permit application to be prepared and submitted by WAA at or before the time of the office check plans.
7. Provide technical information for inclusion in the FAA 7460-1 form to be prepared and submitted by WAA.
8. Attend up to 6 design meetings with the Owner.
9. Facilitate the pre-bid meeting and site tour, and provide meeting minutes within five days of the meeting. Site access and transportation to be coordinated by WAA.
10. Respond to bid phase RFI's and prepare addenda for issuance by WAA.

Services related to specific parts of this single package include:

A. Terminal Apron, Phase 3.

Reconstruct approximately 65,000 square feet of apron paving as shown on the Apron Phasing drawing dated 8/24/2012. Services include:

1. Perform pick-up topographic survey as necessary at tie-ins and for utility locates, slabs, etc.
2. Prepare grading and paving plans.
3. Prepare a pavement jointing plan.
4. Prepare paving and grading details, including typical sections, joint details, compaction details, etc.
5. Prepare a pavement marking plan, including details.

B. Glycol Collection and Storage System.

Design portions of the glycol collection and storage system contained within the area of Apron Phase 3. Glycol collection system is to support deicing areas which drain to the trench drain shown on the Apron Phasing drawing dated 8/24/12. Services include:

1. Update the 2007 glycol collection and storage study:
  - a. Revise the glycol study to reflect changes in the applicable environmental regulations. The Kansas Department of Health & Environment (KDHE) does not currently have applicable regulations in place. KDHE recommends submitting a proposal for intended compliance for review and comment. Per KDHE, this proposal could be based on current State of Missouri regulations, which have not changed since the original study was prepared. The US EPA has issued final guidelines for airport deicing operations, but the final rule has not yet been published. The guidelines do not establish uniform guidelines for existing airports. Permits are to continue to be granted on a site-specific, best professional judgment basis. Coordinate with KDHE to determine the appropriate requirements from the Missouri and/or EPA regulations to be used.
  - b. Update design assumptions, if needed.
  - c. Determine required glycol tank storage, based on revised area of collection.
  - d. Update previously completed glycol study with current improvements and proposed system layouts.
2. Glycol Storage Options:
  - a. Determine tank capacity required (from updated glycol study).

- b. Investigate and evaluate tank types for the glycol storage facilities. Tank options to be evaluated are limited to one single tank option and one multiple tank option.
  - c. Evaluate pump station alternatives related to the two tank options.
  - d. Prepare a Predesign Report with description and evaluation of tank options, exhibits, order of magnitude cost estimates and recommendations.
3. System Design:
- a. Extend glycol discharge pipe installed during Terminal Apron Phase 1 project to the location of the new storage tank(s).
  - b. Include portion of glycol discharge line within Apron Phase 3 construction limits and connect to existing sanitary sewer system. The storage and pumping system is to be operational prior to the opening of new Terminal Building and construction of Apron Phase 4. (Note – This is dependent of determination of the type of glycol storage tank to be provided, and the addition of the final tank design scope.)
  - c. Provide input line for connection to portions of system to be constructed with Terminal Apron Phase 4.
  - d. Prepare an Operations and Maintenance manual for the system.

Note: Design of the glycol storage tank(s), pump station(s), appurtenances (vent pipes, communications ducts, access ports/manways, etc.), and mechanical, electrical and plumbing design related to the glycol pumping system is excluded from this proposal. A separate proposal will be submitted following determination by the Owner what materials and construction methods will be utilized for the tank(s), based on the information provided in the Predesign Report (see item 2d above).

C. Storm Water Quality Channel Improvements

This work will include construction of drainage structures and channel infill for the project limits shown on WAA's Terminal Apron Phase III drawing dated 9/4/12. Also included is installation of channel stabilization measures necessary to fulfill the City of Wichita and applicable state and federal requirements for water quality treatment associated with the new Terminal Building and Terminal Apron Phases 3 and 4. Services include:

- 1. Perform topographic survey and prepare base maps of the project area.
- 2. Perform geotechnical investigation of the soils in the channel area to determine suitability of existing soils for support of the new RCB .
- 3. Prepare plans for extension of a drainage structure from the existing main channel outfall of the 2-66" RCP's for a distance of approximately 2000' downstream. The structure size will be determined based on system hydraulics. Further, the system design will take into account the potential for development on airport property in the vicinity of the project area. Plans will include a new outfall structure.
- 4. Prepare plans for the extension of the existing west channel 9'x7' RCB approximately 500' downstream. Plans will include a new outfall structure.
- 5. Prepare plans for installation of a storm sewer system extending to the east approximately 900' from the existing 2-66" RCP outfall. This system will be installed in the existing ditch and will include drainage inlets as necessary to fill in the ditch and provide surface drainage.
- 6. Prepare plans for installation of channel stabilization downstream of the structure noted in Item C2 above. The chosen method of stabilization should allow for mowing equipment to cross the channel bottom.



7. Conduct and prepare a wetlands jurisdictional determination of the project area. No mitigation plans are included with this scope of services at this time, but may be provided under a supplemental agreement if a plan is found to be required.
8. Prepare and submit calculations, permit applications, and plans to the Kansas Division of Water Resources in order to obtain permit(s) for construction within the floodplain of the Cowskin Creek.
9. Notify FEMA of the work being performed within or adjacent to the FEMA flood boundary. Respond to any FEMA comments and make those responses available for public comment. Provide copies of all correspondence with FEMA to WAA. Perform any calculations and analysis required to show that the project will not adversely impact property owners up or downstream of the project. Perform these tasks in accordance with FAA NEPA requirements.
10. Relocate security fence to accommodate the channel improvements.

D. Removal of Taxiway C-2 West

This work includes removal of the section of Taxiway C-2 identified on WAA's Terminal Apron Phase III drawing dated 9/4/12. Services include:

1. Perform pick-up topographic survey as necessary at tie-ins and for utility locates, slabs, etc.
2. Prepare demolition, grading and paving plans, if necessary.
3. Prepare paving and grading details, including typical sections, compaction details, etc.
4. Prepare a pavement marking plan, including details.
5. Prepare a signing plan for revisions to taxiway signage, including details.
6. Prepare an airfield lighting plan, including details.

E. New Communication conduit to the South Maintenance Yard and Tyler Road areas

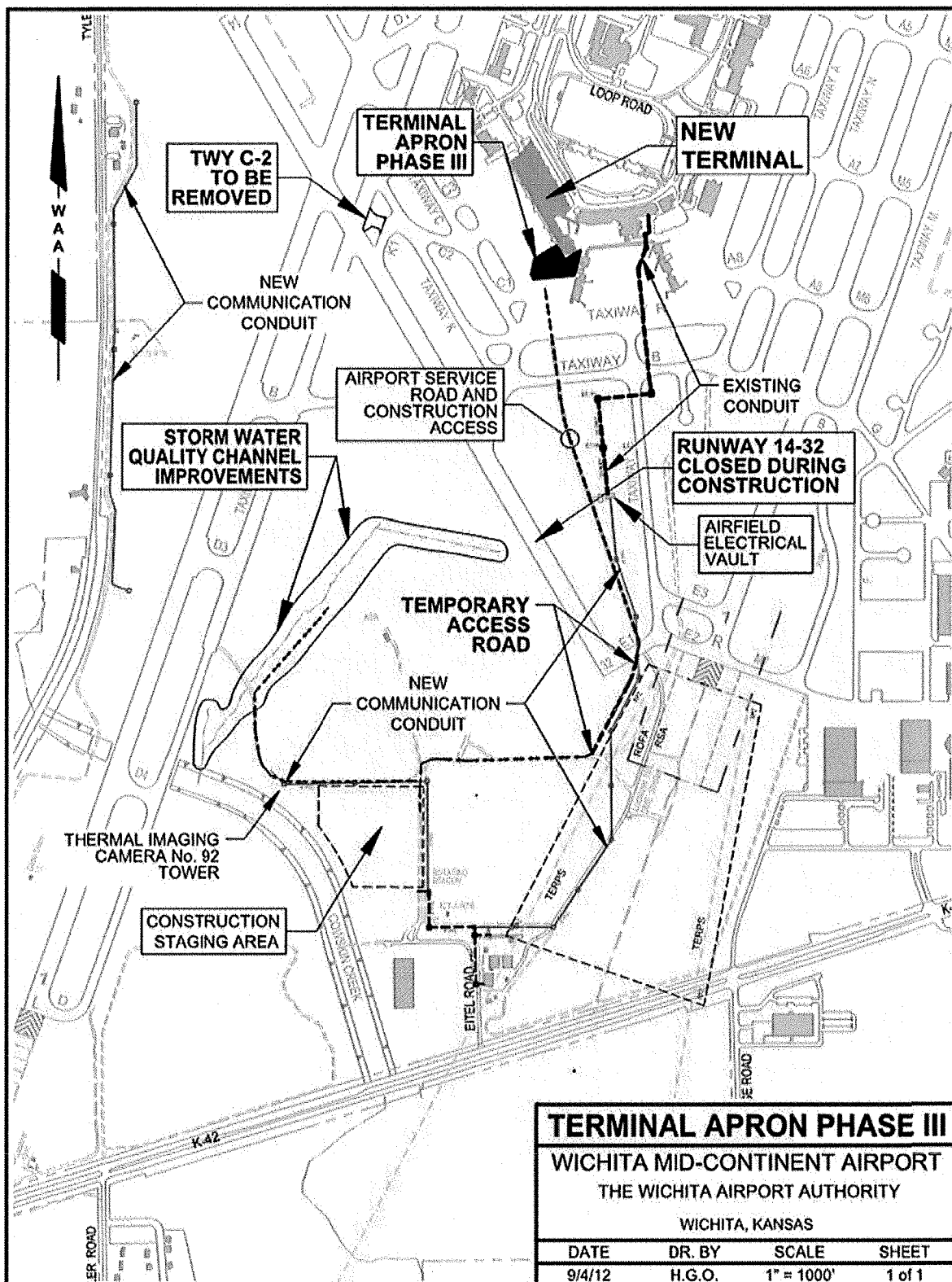
This work covers the installation of communications conduit and related work across the south portion of the airfield and along the Tyler Road area of the airfield, as shown on WAA's Terminal Apron Phase III drawing dated 9/4/12. Services include:

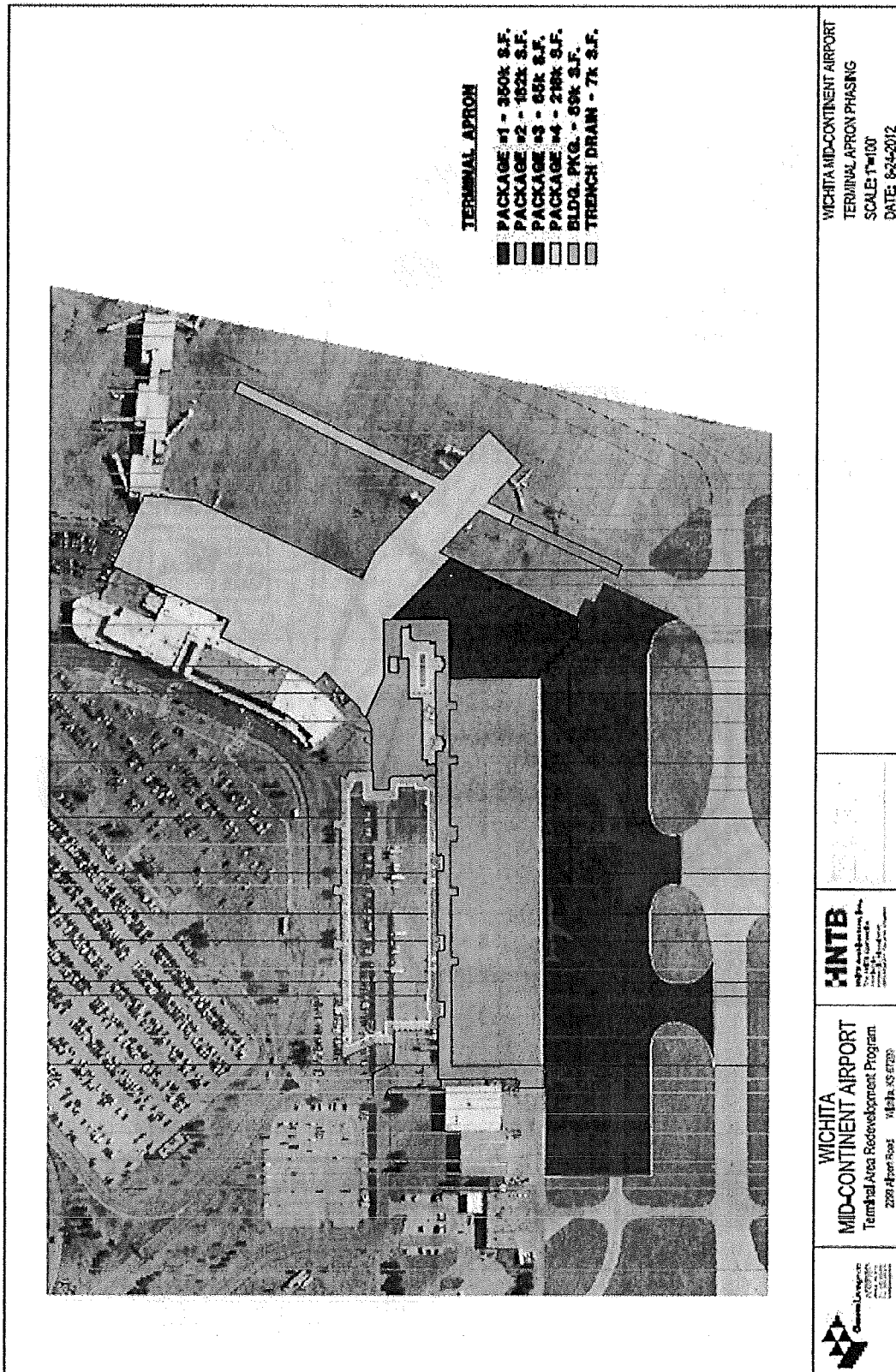
1. Perform pick-up survey to locate potential utility conflicts.
2. Prepare construction plans and specifications for the following:
  - a. Install conduit with innerducts from the Airfield Electrical Vault south to a location on the northwest corner of the South Yard. Provide handhole to connect to existing communication ducts and this location. Additional manholes and/or handholes will be provided as necessary along conduit path.
  - b. Install approximately 50 foot tall camera pole/tower anchored to the ground with guy strands, for future Thermal Imaging camera #92. Pole/tower will be located northwest of the rotating beacon and will be designed to accommodate vibration/sway issues known to affect a camera's picture.
  - c. Install power to pole for future Thermal Imaging camera #92.
  - d. Install communications conduit from location near the existing Rotating Beacon to pole for future Thermal Imaging camera #92. Manholes and/or handholes will be provided as necessary along conduit path.
  - e. Install an Air-Blown Fiber Tube Bundle from Comm. Room at South Maintenance Yard through existing and new pathways to the East Data Center in the existing Terminal.
  - f. Install an Air-Blown Fiber Tube Bundle from Comm. Room at South Yard Maintenance through existing and new pathways to pole for future Thermal Imaging Camera #92.

- g. Install conduit with innerducts along Tyler Road. Provide conduit, handholes and manholes as required to connect to conduit near camera #92 location. Provide poles for two future cameras. Provide power to these two camera locations. Power is to be provided either from the transformer at the Old NWS building at the upper left corner of the 9/4/12 drawing, or from new standalone solar panel systems at each camera location. Scope includes evaluation to determine appropriate solution and design of the selected solution.
- h. Install Camera Interface Boxes (CIB's) at three new camera poles.

The following services are not included:

- 1. Design of glycol containment tank(s) and related pump station(s).
- 2. Preparation of NPDES permit application.
- 3. Preparation of Wetland mitigation plan and permitting.
- 4. Preparation of FEMA documents for revising the floodplain limits.
- 5. Preparation of site grading or concept plans for any areas other than Apron Phase 3.
- 6. Preparation of FAA 7460-1 form.
- 7. Communications cable design.
- 8. Construction phase services, including construction administration, project closeout and record drawings.





**Wichita Mid-Continent Airport - Terminal Area Redevelopment Project**  
**Estimated Cost of Consultant's Services**  
**HNTB Architecture**

11/5/2012

**Apron Phases 2 and 3 and Related Scope**  
**Additional Services Request No. 36, Rev 2**  
**HNTB Project 34912**

<b>1. Direct Salary Costs</b>			
	<u>Hours</u>	<u>Avg Rate</u>	<u>Cost</u>
Total Direct Salary Costs	286	\$58.05	\$16,601
<b>2. Labor and General &amp; Administrative Overhead</b>			
Percentage of Direct Salary Costs	148.13%		\$24,591
<b>3. Total Labor Cost - Subtotal of Items 1 and 2</b>			<b>\$41,192</b>
<b>4. Fixed Fee</b>			
	15.00%		\$6,179
<b>5. Subtotal of Items 3 and 4</b>			<b>\$47,371</b>
<b>6. Direct Non-Salary Expenses</b>			
Transportation and Subsistence		600	
Printing and Deliveries		500	
Other Expenses		0	
Total Direct Non-salary Expenses			\$1,100
<b>7. Subtotal of Items 5 and 6</b>			<b>\$48,471</b>
<b>8. Subconsultant Costs</b>			
HNTB - Civil		21,071	
PEC - Civil		191,982	
PEC - MEP		58,683	
			<b>271,736</b>
<b>Total Proposed Cost</b>			<b>320,207</b>

Wichita Mid-Continent Airport - Terminal Area Redevelopment Project  
HNTB Architecture - Estimate of Hours and Fees  
ASP 36 - Apron Phases 2 and 3 and Related Scope

11/05/12

HNTB

	Architect- Principal	Senior Terminal Planner	Project Manager	Senior Project Architect	Project Architect	Architect	Clerical/ CAD	Total Hours	Fee Estimate
<b>Rates</b>	93.81	89.00	65.91	60.29	37.63	28.34	20.51		
<b>Annual escalation</b>	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%		
<b>Years</b>	6.5	6.5	6.5	6.5	6.5	6.5	6.5		
<b>Current Rates</b>	110.14	104.49	65.84	59.05	44.18	33.27	24.08		
<b>Terminal Apron Phase 2 as Additional Package</b>									
Coordination			12			12		24	1,187
<b>Total Terminal Apron Phase 2 as Additional Package</b>								24	1,187
<b>Terminal Apron Phase 3</b>									
Coordination			16			16		32	1,583
<b>Total Terminal Apron Phase 3</b>								32	1,583
<b>Glycol Storage System</b>									
Coordination			16			6		22	1,250
<b>Total Glycol Storage System</b>								22	1,250
<b>Stormwater Quality Channel and Outfall Improvements</b>									
Coordination			12			8		20	1,054
<b>Total Stormwater Quality Channel and Outfall Improvements</b>								20	1,054
<b>Removal of Taxiway C-2 West</b>									
Coordination			2			2		4	198
<b>Total Removal of Taxiway C-2 West</b>								4	198
<b>New Communication conduit to South Maintenance Yard</b>									
Coordination			12			12		24	1,187
<b>Total New Communication conduit to South Maintenance Yard</b>								24	1,187
<b>Scoping and estimating related to comm &amp; security infrastructure</b>									
Package 9 scoping			32					32	2,101
Estimate coordination			4					4	263
Drawing coordination						6		6	200
<b>Total Scoping and estimating related to comm &amp; security infrastructure</b>								42	2,563
<b>General</b>									
Proposal preparation			70					70	4,595
Project management			38				4	40	2,460
Cost estimate coordination			4					4	263
Design meetings (1)			4					4	263
<b>Total General</b>								118	7,580
<b>Total Direct Salary Costs</b>	0	0	220	0	0	62	4	286	16,601
<b>Labor and General &amp; Administrative Overhead</b>									
								Percentage of Direct Salary Costs	148.13%
<b>Total Labor Cost</b>									41,192
<b>Fixed Fee</b>								15.00%	6,179
<b>Total Fee</b>									47,371
<b>Travel and Subsistence</b>									600
<b>Printing and Deliveries</b>									500
<b>Other Expenses</b>									0
<b>Estimated Expenses</b>									1,100
<b>Total Proposed Cost</b>									48,471
<b>Explanation:</b>									

HNTB (Civil)

	Principal	Project Manager	Senior Engineer	Junior Engineer	Staff Engineer	Technician	Total Hours	Fee Estimate
Rates	68.00	50.00	44.00	28.00	25.00	24.00		
Annual escalation	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	
Years	6.5	6.5	6.5	6.5	6.5	6.5	6.5	
Current Rates	79.84	58.71	51.66	32.67	29.35	28.18	0.00	
<b>Terminal Apron Phase 2 as Additional Package</b>								
Other							0	0
Other							0	0
Total Terminal Apron Phase 2 as Additional Package							0	0
<b>Terminal Apron Phase 3</b>								
Other							0	0
Other							0	0
Total Terminal Apron Phase 3							0	0
<b>Glycol Storage System</b>								
Evaluate Underground Storage Requirements		8		8			16	733
Evaluate storage and pumping options		20		32		4	56	2,339
Prepare Cost Estimates for alternatives		6		16			22	878
Prepare PreDesign Tank and Storage Report		24		24		4	52	2,311
Coordinate with PEC		6		2			8	418
KDHE Coordination		8		4			12	601
Total Glycol Storage System							166	7,279
<b>Stormwater Quality Channel and Outfall Improvements</b>								
Other							0	0
Other							0	0
Total Stormwater Quality Channel and Outfall Improvements							0	0
<b>Removal of Taxiway C-2 West</b>								
Other							0	0
Other							0	0
Total Removal of Taxiway C-2 West							0	0
<b>New Communication conduit to South Maintenance Yard</b>								
Other							0	0
Other							0	0
Total New Communication conduit to South Maintenance Yard							0	0
<b>Scoping and estimating related to comm &amp; security infrastructure</b>								
Other							0	0
Other							0	0
Total Scoping and estimating related to comm & security infrastructure							0	0
<b>Proposal Preparation</b>								
Other							0	0
Other							0	0
Total Proposal Preparation							0	0
Total Direct Salary Costs							166	7,279
Labor and General & Administrative Overhead							Percentage of Direct Salary Cost: 148.13%	10,783
Total Labor Cost								18,062
Fixed Fee							15.00%	2,709
Total Fee								20,771
Travel and Subsistence								0
Printing and Deliveries								300
Other Expenses								0
Estimated Expenses								300
Total Proposed Cost								21,071

PEC (Civil)

	Principal	Project Manager	Project Engineer	Design Engineer	Tech	Drafter	Clerical	Total Hours	Fee Estimate
Annual escalation									
Years									
Current Rates	45.00	38.00	33.50	28.00	28.00	19.00	16.00		
Terminal Apron Phase 2 as Additional Package									
Additional Planning & Design Work	2	12	18			24		54	1,538
Additional Engineer Report, printing, etc.		8			4			12	418
Separate estimate		6	4					14	474
Additional Prebid conference	2	8				2		12	432
Total Terminal Apron Phase 2 as Additional Package								92	2,862
Terminal Apron Phase 3									
Grading & Paving Plans	1	40	20			40		101	2,995
Pavement Jointing Plan	1	24				20		45	1,337
Details		8	12			18		38	1,010
Marking Plan and details		6				8		14	380
Total Terminal Apron Phase 3								196	5,722
Glycol Storage System									
Extend discharge pipe from Apron Phase 1		12	20			12		44	1,354
Force main from tank to san sewer w/in Phase 3	2	8	8	12	24	24		78	2,126
Assist HNTB with tank study & report		6		8		12		26	750
								0	0
								0	0
Total Glycol Storage System								150	4,230
Stormwater Quality Channel and Outfall Improvements									
Plans for 2800' drainage structure	20	24	80	40	60			204	6,622
Plans for 500' extension of 5x7 rcb	10	18	40	20	50			138	4,358
Plans for 900' SWS system to east		32	20		24	40		116	3,318
Channel Stabilization Plans/details		4	16	8		16		44	1,216
DWR floodplain fill application		8	12	24		18		60	1,680
Relocate Security Fence Plan		6				6		14	380
								0	0
Total Stormwater Quality Channel and Outfall Improvements								574	17,576
Removal of Taxiway C-2 West									
Paving & Grading Plan		24		12		24		60	1,704
Details		18				18		36	812
Pavement Marking Plan		10				12		22	600
Survey revisions		2						2	76
Lighting Revisions		2						2	76
Total Removal of Taxiway C-2 West								118	3,378
New Comm conduit to S. Maint. Yard & Tyler Rd. area									
Comm Duct Plan/Profile Sheets		12	20		40	40		112	3,008
Other		4	6		12	12		34	917
Total New Comm conduit to S. Maint. Yard & Tyler Rd. area								146	3,925
Scoping and estimating related to comm & security infrastructure									
								0	0
								0	0
Total Scoping and estimating related to comm & security infrastructure								0	0
Project Documents & Bidding									
Engineer's Report		12						12	456
Specifications		60						60	1,800
Safety and operations plans		40				40		80	2,280
Cost Estimates		24		24				48	1,584
Prebid Meeting, RFIs & Addenda		20				12		32	988
Meetings		60						60	2,280
Printing and assembling plans & specs		2			8	12		22	528
Memos, concepts, miscellaneous		20		12		16		48	1,400
Quality Control	40	40						80	3,320
Total Project Documents & Bidding								432	14,736
Proposal Preparation									
Fee Estimate	1	8						9	349
Scope, Estimates, etc.		8						8	304
Total Proposal Preparation								17	653
Total Direct Salary Costs								1,725	53,082
Labor and General & Administrative Overhead							149.74%		79,465
Total Labor Cost									132,547
Fixed Fee							15.00%		19,885
Total Fee									152,432
Travel and Subsistence									
Printing and Deliveries									500
Surveying & Base Maps									22,134
Wetlands Determination (GSI)									3,500
Geotechnical Investigation									5,800
CADD @ \$18.00/hr (422 hours)									7,596
Estimated Expenses									39,530
Total Proposed Cost									191,962
Explanation:									



Wichita Mid-Continent Airport - Terminal Area Redevelopment Project									
HNTB Architecture - Estimate of Hours and Fees									
ASP 35 - Apron Phases 2 and 3 and Related Scope									
PEC (MEP)									
	Principal	Project Manager	Project Engineer	Design Engineer	Tech	Drafter	Clerical	Total Hours	Fee Estimate
Current Rates	45.00	38.75	33.80	25.20	24.60	20.20	9.00		
Terminal Apron Phase 2 as Additional Package									
Other								0	0
Other								0	0
Total Terminal Apron Phase 2 as Additional Package								0	0
Terminal Apron Phase 3									
Other								0	0
Other								0	0
Total Terminal Apron Phase 3								0	0
Glycol Storage System									
Electrical Connection Requirements			2			4		6	140
Electrical Cost Estimate			4					4	135
Electrical - Attend Meeting			2					2	66
Mechanical - Evaluate Tank/Pumping Options (2 Options)	2	12				4		16	636
Mechanical - Create Schematics (2 Options)	1	18				0		19	877
Mechanical - Cost Estimates (2 Options)		6						6	310
Mechanical - Attend Meeting		2						2	78
Other								0	0
Total Glycol Storage System								65	2,291
Stormwater Quality Channel and Outfall Improvements									
Other								0	0
Other								0	0
Total Stormwater Quality Channel and Outfall Improvements								0	0
Removal of Taxiway C-2 West									
Guidance Signage Plan and Details			8			8		16	432
Relocate Taxiway Edge Lighting			8			8		16	432
Total Removal of Taxiway C-2 West								32	864
New Communication conduit to South Maintenance Yard and Tyler Road Areas									
Details			16	16		32		64	1,600
Field Investigation			12					12	406
Install conduit with innerducts from the Airfield Electrical Vault south to a location on the northwest corner of the South Yard. Provide handhole to connect to existing communication ducts and this location. Additional manholes and/or handholes will be provided as necessary along conduit path.			12	12		24		48	1,193
Install approximately 50 foot tall camera pole/tower anchored to the ground with guy strands, for future Thermal Imaging camera #92. Pole/tower will be located northwest of the rotating beacon and will be designed to accommodate vibration/way issues known to affect a camera's picture.		2	12	8		12		34	927
Install power to pole for future Thermal Imaging camera #92.			8	8		12		28	714
Install communications conduit from location near the existing Rotating Beacon to pole for future Thermal Imaging camera #92. Manholes and/or handholes will be provided as necessary along conduit path.			8	8		12		28	714
Install an Air-Blown Fiber Tube Bundle from Comm. Room at South Maintenance Yard through existing and new pathways to the East Data Center in the existing Terminal.			16	12		20		48	1,247
Install an Air-Blown Fiber Tube Bundle from Comm. Room at South Yard Maintenance through existing and new pathways to pole for future Thermal Imaging Camera #92.			12	8		12		32	850
Install conduit with innerducts along Tyler Road. Provide conduit, handholes and manholes as required to connect to conduit near camera #92 location.			12	8		16		36	930
Provide poles for two future cameras with power connection and communications conduit.			8	8		8		24	634
Evaluate heat source for power connection for cameras			12	8				20	607
Install Camera Interface Boxes (CIB's) at three new camera poles.			4	8		8		20	496
Total New Communication conduit to South Maintenance Yard and Tyler Road Areas								394	10,311
Project Documents & Bidding									
Engineer's Report			8					8	270
QA/QC	30		6					36	1,433
Specifications			12					12	406
Cost Estimates			24	20				44	1,315
Proposed Meeting, RFIs & Addenda	2	12				8		22	645
Meetings	6	12						18	636
Printing and assembling plans & specs				4		8		12	252
Memos, concepts, miscellaneous			4					4	135
Total Project Documents & Bidding								159	5,105
Proposal Preparation									
Fee Estimate			8					8	270
Cost Estimating				16				16	403
Total Proposal Preparation								24	674
Total Direct Salary Costs								673	19,154
Labor and General & Administrative Overhead									
				Percentage of Direct Salary Costs	148.74%				28,650
Total Labor Cost									47,836
Fixed Fee							15.00%		7,175
Total Fee									55,011
Travel and Subsistence									0
Printing and Postage									0
CACO @ \$18.00/hr								204	3,672
Estimated Expenses									3,672
Total Proposed Cost									58,683

Wichita, Kansas  
November 19, 2012  
10:00 a.m., Monday  
Conference Room, 12th Floor

MINUTES - BOARD OF BIDS AND CONTRACTS\*

The Board of Bids and Contracts met with Marty Strayer, Administrative Assistant, Public Works Engineering in the Chair; Elizabeth Goltry Wadle, Budget Analyst, Budget Office, Clarence Rose, Senior Buyer, Purchasing, representing Purchasing, Jason Earl, Management Fellow, representing the City Manager's Office, and Janis Edwards, Deputy City Clerk, present.

Minutes of the regular meeting dated, November 5, 2012, were read and on motion approved.

Bids were opened on November 9<sup>th</sup> and 16<sup>th</sup>, 2012 pursuant to advertisements published on:

The Purchasing Division recommended that the contracts be awarded as outlined above, same being the lowest and best bid.

**WICHITA AIRPORT AUTHORITY/OPERATIONS: AOPA Remodel – 1995 Midfield Road  
Facility Improvements – Update Building Controls.**

Building Controls and Services Inc. \*- \$57,300.00

\*Purchases utilizing Sole Source of Supply Ordinance No. 35-856, Section 2. (b)

On motion the Board recommended that the contracts be awarded as outlined above, same being the lowest and best bid.

On motion the Board of Bids adjourned.

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Marty Strayer, Administrative Assistant  
Department of Public Works

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Janis Edwards, CMC  
Deputy City Clerk

FORMAL BID REPORT

TO: Robert Layton, City Manager

DATE: November 19, 2012

**WICHITA AIRPORT AUTHORITY BIDS – VICTOR WHITE, DIRECTOR OF AIRPORTS**

**November 19, 2012**

AOPA Remodel – 1995 Midfield Road Facility Improvements – Update Building Controls – Wichita Airport  
Authority/Operations Division

**Building Controls and Services, Inc. Sole Source of Supply, Ordinance No. 35-856, \$57,300.00  
Section 2(b)**

ITEMS TO BE PURCHASED AS ADVERTISED IN THE OFFICIAL CITY NEWSPAPER.



Melinda A. Walker  
Purchasing Manager

## **Purchases Utilizing Sole Source of Supply**

### **Ordinance No. 35-856 Section 2. (b)**

**SUBJECT:** AOPA Remodel – 1995 Midfield Rd Facility Improvements –Update Building Controls

-Update HVAC building equipment controls from pneumatic to electronic and integrate graphics into existing automated building control graphics display.

FOR A TOTAL OF \$57,300.00

This is a sole source of supply when material to be purchased is available from a sole distributor.

Department: Wichita Airport Authority

Division: Operations

Vendor	Reference Authority	Cost
Building Controls and Services Inc.	Ordinance No. 35-856 Section 2 (b)	\$57,300.00